

404285

LAW OFFICES

PIERCE & HUGHES
A PROFESSIONAL CORPORATION

17 VETERANS SQUARE
P. O. BOX 604
MEDIA, PA 19063
(610) 566-9111
TELEFAX (610) 566-0191

New Jersey Office:

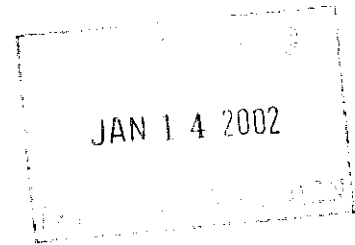
SOCIETY HILL OFFICE PARK
1874 ROUTE 70 EAST, SUITE #4
CHERRY HILL, NJ 08003
(856) 424-9034 • TELEFAX (856) 424-6977

PAUL GORDON HUGHES
MICHAEL P. PIERCE*

CHARLENE BOGAN
MARY C. COOK
PARALEGALS
*MEMBER PA & NJ BAR

January 11, 2002

Carlyn Winter Prisk (3HS11)
U.S. Environmental Protection Agency
1650 Arch Street
Philadelphia, PA 19103



RE: Lower Darby Creek Area Site, et al.
and Darby Township

Dear Ms. Winter-Prisk:

I am enclosing copies of records retrieved from the Township's archives in response to your letters of December 13, 2001 and December 17, 2001 and supplementing my letter to you dated December 18, 2001.

Kindly advise me if these documents satisfy your inquiries or whether additional information and/or documentation is required.

Again, I would ask you to confirm or deny whether the Township is a target of this investigation.

Thank you for your kind attention in this regard.

Very truly yours,

PIERCE & HUGHES, P.C.

MICHAEL P. PIERCE

MPP:mcc

Enclosures

cc: John B. Ryan, Jr. without enclosures

A G R E E M E N T

THIS AGREEMENT made this 4th day of March, A. D. 1964, by and between THE TOWNSHIP OF DARBY, Delaware County, Pennsylvania, (hereinafter called "Township") and FOLCROFT LANDFILL CORPORATION, a Pennsylvania Corporation of Delaware County, Pennsylvania, (hereinafter called "Corporation"):

WHEREAS, the Corporation conducts a sanitary landfill operation in the Borough of Folcroft on ground adjacent to the property of the Delaware County Incinerator on Calcon Hook Road; and

WHEREAS, the said Calcon Hook Road is presently a means of access to the Corporation's sanitary landfill operation; and

WHEREAS, the Township has never opened for travel the portion of Calcon Hook Road for a distance of approximately 250' from an entrance of the Corporation's landfill operation; and

WHEREAS, The Township, upon certain conditions, will allow the unopened portion of Calcon Hook Road to be used by the Corporation for specified limited uses under certain specified conditions.

IT IS AGREED:

1. That beginning with the date of this Agreement and continuing for its term, the Township will open and continue to keep open the unopened portion of Calcon Hook Road, beginning at a point approximately 250' feet from an entrance of the Corporation's sanitary landfill operation where the paved portion of Calcon Hook Road ends. It is specifically understood and agreed that this is not a license, easement or right of way but is a mere privilege granted by the Township to the Corporation which may be extinguished at any time by

by the Township without notice, for cause.

2. That during the terms of this Agreement and any extension thereof, the Corporation agrees to defend and to indemnify fully, protect and save harmless the Township from any and all liability and from all suits and actions of every kind and description, whether at law or equity, brought or which may be brought against the Township for or on account of any loss sustained by any person by reason of injuries to person and damage to property while on the aforesaid portion of Calcon Hook Road, during the term of this Agreement. It is not the intention of this Agreement or of anything provided herein, to confer a third party beneficiary right of action upon any person whatsoever and nothing hereinbefore or hereinafter set forth shall be construed so as to confer upon any person, other than the Township, a right of action either under this Agreement or in any manner whatsoever. The Corporation shall obtain and maintain in full force and effect during the term of this Agreement, and any extension thereof, a policy of comprehensive liability insurance against injury to persons and damage to property with such insurance companies as shall be approved by the Township's Solicitor and in amount: no less than One Hundred Thousand Dollars (\$100,000.00) to Three Hundred Thousand Dollars (\$300,000.00) for personal injury, and Fifty Thousand Dollars (\$50,000.00) for property damage. Such insurance shall be endorsed with a hold harmless clause in favor of the Township and shall indicate the provision of a defense of such suits as may be brought against the Township because of the Corporation's use of Calcon Hook Road. Evidence of such insurance shall be furnished to the Township prior to the commencement of operation under this Agreement.

3. That on or before ninety (90) days from the date of this Agreement, the Corporation will provide the aforesaid unopened portion of Calcon Hook Road with a suitable base as approved by the Township engineer for truck travel and will tar and chip its surface. Thereafter, during the term of this Agreement, the Corporation will undertake to maintain this portion of Calcon Hook Road at its own expense.

4. That from time to time the Corporation will permit the Township to dump in its sanitary landfill operation free of charge Christmas trees, couches, and such other debris as it is not able to dispose of at Delaware County's Incinerators.

5. That the Corporation will not burn any of the material deposited in its sanitary landfill operation. The Corporation will also, during the term of this Agreement, continue to keep in force its program of rodent, mosquito, and pest control and will submit semi-annual reports from qualified exterminators to the Township.

6. The Corporation specifically covenants and agrees that the only rights it obtains from the use of said unopened portion of Calcon Hook Road are rights specifically set forth in this agreement, and further agrees that the Township does not waive any of the rights that it has by virtue of keeping this portion of road unopened.

7. That this Agreement shall remain in effect so long as the Corporation retains its sanitary landfill operation at its present location on Calcon Hook Road in the Borough of Folcroft, provided however, that the Township reserves to itself the rights to terminate the contract for cause.

8. That the parties to this Agreement are authorized to make this Agreement.

TOWNSHIP OF DARBY

ATTEST:

Secretary

BY:

President-Board of Commissioners

FOLCROFT LANDFILL CORPORATION

ATTEST *Edward J. Mulla* BY: *Benjamin T. Mulla*
Secretary President

MEMORANDUM OF AGREEMENT

THIS AGREEMENT made March , 1964, by and between the Township of Darby, Delaware County, Pennsylvania, (hereinafter called "Township") and Folcroft Landfill Corporation, a Pennsylvania Corporation of Delaware County, Pennsylvania, (hereinafter called "Corporation"):

WHEREAS, the Corporation conducts a sanitary landfill operation in the Borough of Folcroft on ground adjacent to the property of the Delaware County Incinerator on Calcon Hook Road; and

WHEREAS, the said Calcon Hook Road is presently the only means of access to the Corporation's sanitary landfill operation; and

WHEREAS, the Township has closed for travel a legally unopened portion of Calcon Hook Road for a distance of approximately 250' from the entrance of the Corporation's landfill operation; and

WHEREAS, the Township now desires to open the unopened portion of Calcon Hook Road for travel upon certain conditions

IT IS AGREED:

1. That beginning with the date of this Agreement and continuing for its term, the Township will open and continue to keep open the unopened portion of Calcon Hook Road, beginning at a point approximately 250' from the entrance of the Corporation's sanitary landfill operation where the paved portion of Calcon Hook Road ends.

2. That during the terms of this Agreement and any extension thereof, the Corporation agrees to defend and to indemnify fully, protect and save harmless the Township from any and all liability and from all suits and actions of every kind and description, whether at law or equity, brought or which may be brought against the Township for or account of any loss sustained by any person by reason of injuries to person and damage to property during the term of this Agreement. It is not the intention of this Agreement or of anything provided herein, to confer a third party beneficiary right of action upon any person whatsoever and nothing hereinbefore or hereinafter set forth shall be construed so as to confer upon any person, other than the Township, a right of action either under this Agreement or in any manner whatsoever. The Corporation shall obtain and maintain in full force and effect during the term of this Agreement, and any extension thereof, a policy of comprehensive liability insurance against injury to persons and damage to property with such insurance companies as shall be approved by the Township's Solicitor and in amounts no less than One Hundred Thousand Dollars (\$100,000) to Three Hundred Thousand Dollars (\$300,000) for personal injury, and Fifty Thousand Dollars (\$50,000) for property damage. Such insurance shall be endorsed with a hold harmless clause in favor of the Township and shall indicate the provision of a defense of such suits as may be brought against the Township because of the Corporation's use of Calcon Hook Road. Evidence of such insurance shall be furnished to the Township prior to the commencement of operation under this Agreement.

3. That on or before ninety (90) days from the date of this Agreement, the Corporation will provide the aforesaid unopened portion of Calcon Hook Road with a suitable base for truck travel and will tar and chip its surface. Thereafter, during the term of this Agreement, the Corporation will undertake to maintain this portion of Calcon Hook Road, at its own expense.

4. That from time to time the Corporation will permit the Township to dump in its sanitary landfill operation free of charge Christmas trees, couches, and such other debris as it is not able to dispose of at Delaware County's Incinerators.

5. That under its license from the Borough of Folcroft, the Corporation is forbidden to engage in the burning of any materials deposited in its sanitary landfill operation. The Corporation has, since the beginning of this operation, observed this "no burning" clause and it does by these presents assure the Township that it will, during the term of this Agreement, continue to keep in force its program of rodent, mosquito, and pest control. The Corporation will, if the Township desires, have its exterminators make periodic reports with respect to this program.

6. That this Agreement shall remain in effect so long as the Corporation maintains its sanitary landfill operation at its present location on Calcon Hook Road in the Borough of Folcroft.

7. That the parties to this Agreement are authorized to make this Agreement and intend to be legally bound by it.

ATTEST:

TOWNSHIP OF DARBY

BY: _____

ATTEST:

FOLCROFT LANDFILL CORPORATION

Edward D. Mullen
Secretary

BY: *[Signature]*

INFORMATION FOR BIDDERS

RE: TRASH AND GARBAGE

TOWNSHIP OF DARBY

The Contract to be awarded is for the collection, removal and disposal of trash and garbage from all dwellings, churches, and schools in the Township of Darby, Delaware County, Pennsylvania.

Sealed bids or proposal for performing the work specified will be received by Louis H. Camagna, Jr., Secretary of the Township of Darby, until eight o'clock P.M. E.D.S.T. Wednesday December 5, 1973.

Bids must be sealed and plainly marked on the envelope "Bid for Collection of Trash and Garbage."

All bids must be on the blank form or proposal attached hereto and should give prices both in writing and in figures, and must be signed by the Bidder in accordance with the directions in the form for bid.

Bids will be publicly opened and read at the meeting of the Township Commissioners to be held on the 5th day of December A.D. 1973, at 8:00 P.M., E.D.S.T., and award the Contract, if awarded, will be made by the Commissioners as soon thereafter as practicable. All bidders are requested to be present, must have their equipment in operation and be ready to furnish proof thereof.

Right is reserved to reject any and all bids for any reason or reasons whatsoever. If awarded, the terms of the Contract will be for either a period of one (1) year from February 1, 1974 to January 31, 1975 inclusive, or for a period of two (2) years from February 1, 1974 to January 31, 1976 inclusive, whichever period is deemed by the Commissioners to be for the best interest of the Township.

Bonds in the sum of 100% of the Contract price, for the faithful performance of the Contract and for the protection of Labor and Material men are required. These bonds must be in a form satisfactory to the Township Solicitor, and the surety must be approved by the Township Solicitor.

The successful bidder must file certificates showing coverage of Workmen's Compensation Insurance and Public Liability and Property damage in the amount of at least \$50,000/100,000 \$10,000.

All bonds and certificates must be received and approved prior to the commencement of the work, and renewals at least ten (10) days prior to the expiration of current policies.

No subletting of the Contract, or any part thereof, will be permitted except with the approval of the Township Commissioners expressed in writing. No subletting will relieve the Contractor of the Surety or the bonds of any responsibility.

No Bidder may withdraw his bid for a period of thirty (3) days after the opening thereof.

Every bid must be accompanied by a certified check, bank cashier's check or bank treasurers check, in the amount of One hundred (\$100.00) Dollars, to the order of the Township of Darby, which will be retained by the Township as liquidated damages if the successful bidder fails to execute the Contract and supply the bonds and insurance certificates as required, and to meet all the conditions. Checks of unsuccessful bidders will be returned as soon as possible, following the award of said Contract.

SPECIFICATIONS

The Contractor shall do all the work and shall supply all labor and material, services, plant and equipment for the collection, removal and disposal of Trash and Garbage from the Township of Darby, County of Delaware, Pennsylvania.

1. DEFINITION OF GARBAGE: The term "garbage" wherever it appears in these specifications or in the advertisement, in the information for Bidders, in the Proposal in the Contract, or in the Bonds means all refuse of animal or vegetable matter which has been used for food for men or was intended to be so used.

11. DEFINITION OF TRASH: The term "Trash" wherever it occurs in these specifications in the advertisement, in the Information for Bidders, in the Proposal, in the Contract or in the Bonds or in any other paper in connection herewith means any and all things whatsoever excepting garbage and non-combustibles.

111. NONCOMBUSTIBLES: Contractor is not obligated to pick up non-combustibles.

IV. LAWS AND ORDINANCES: All regulations of the Department of Health of the Commonwealth of Pennsylvania and the Local Board of Health, and all laws of the Commonwealth of Pennsylvania and the United States, and all Ordinances of the Township and those of any other Municipality through which Trash and Garbage collected under the Contract may be transported must be strictly adhered to by the Contractor.

The Contractor shall keep a daily record of the number of loads collected and shall make a report of the collection in such form and in such manner and at such times as may be prescribed by the Township or a committee thereof appointed for the purpose. Contractor shall also furnish such additional information in writing in reference to the conduct of the work as may be required from time to time by the Township. If such report and information is not supplied within one (1) week from the date of the request, the Township may, in its discretion, retain such money as may be due said Contractor until the required information shall have been supplied.

INSPECTION OF PREMISES: The properly authorized officers, officials or employees of the Township shall have the right of free and unobstructed access to the disposal site, buildings and premises used in connection with the collection and disposal of Trash and Garbage, at any and all times during the term of the Contract for the purpose of inspection.

EQUIPMENT: Bidders quoting price on Collection should have two (2) Packer Type Disposal Trucks plus one (1) open truck, metal body.

DAYS OF COLLECTION: The days of collection shall be definite and fixed after consultation with the Township of Darby Commission or a Committee thereof. No collection shall be made on Sundays or Legal Holidays; when a scheduled collection falls on a Sunday or a Legal Holiday, the collection shall be made on the following day.

TIME OF COLLECTION: All collections shall be made between the hours of 7:00 o'clock A.M. and 7:00 o'clock P.M.

FREQUENCY OF COLLECTION:

GARBAGE: Collections shall be made twice a week for the entire year during the term of Contract.

TRASH: Collections shall be made twice each week during the term of the Contract.

PAYMENT TO CONTRACTOR: Payments shall be made monthly to the Contractors or within a reasonable time after the regular meeting of the governing body of the Township less any deductions.

DEDUCTIONS - LIQUIDATED DAMAGES: It is agreed that the question of deductions from moneys due the Contractor under the provisions of his Contract will be as stated below, and that the decision of the Township as to deductions will be final and conclusive. It is agreed that the Township has the right and is hereby authorized to deduct, and will deduct, from the payment due the contractor the following amounts for each offense or violation:

For Failure to remove Garbage and /or Trash.

50 Cents for each day for each house, etc. not collected.

For carelessness in removing Garbage and/or Trash.

Two dollars for each separate offense.

For overloading or not covering Garbage vehicle or using leaky vehicles

Fifty Dollars for each day.

For overloading or spilling Garbage and/or Trash on Streets.

Fifty Dollars for each day.

For failure to submit reports.

Ten Dollars for each failure.

RESPONSIBILITY FOR DAMAGE TO PERSONS OR PROPERTY:

The Contractor will be responsible for any injury or damage to persons or property from any cause whatsoever during the progress of the work, and he shall indemnify and save harmless the Municipality from all suits or action of every nature, character and description brought for or on account of any injuries or damage received or sustained, or claimed to have been received or sustained by any person or persons, by or from said Contractor's negligence or the negligence of his servants, agents or employees, or by or in consequence of any act or omission of the said Contractor, his agents or employees. And so much money due the said Contractor under and by virtue of the Contract as shall be considered necessary by the Municipality will be retained until all claims shall have been settled and judgement satisfied. In case any injury or damage is done to public or private property by or because of the work or in consequence of any act or omission on the part of the Contractor, his agents or employees, the Contractor shall, at his own expense, restore such property to a condition similar or equal to that existing before such damage or injury was done. During this time the Municipality may withhold any money due or becoming due said Contractor. The Contractor shall immediately upon the happening of any injury to persons or property notify the Secretary of the Township in writing of the circumstances thereof.

Should the Contractor fail to commence work at the specified time, or fail to prosecute the work to the satisfaction of the Township or attempt to transfer or assign his Contract or any interest therein without the written consent of the Township, or fail to perform any of the covenants of the Contract, the Township may, with forty-eight (48) hours notice in writing directed to the Contractor at the address given on the bidding sheet annul the Contract and re-let the Contract or complete the work itself, charging any additional cost thereof against the said Contractor and/or Contractor's Surety or Sureties.

Louis H. Camagna, Jr.
[REDACTED], Secretary
Board of Commissioners
Township of Darby

EDWARD LAFFERTY & SON

GENERAL CONTRACTOR

EDWARD LAFFERTY JR.
108 ACADEMY AVENUE
GLENOLDEN, PENN. 19036



TO Board of Commissioners Darby Township
603 N. Academy Avenue, Glenolden, Pa.

The following bills are currently outstanding - please check your records as they are over due for payment.

Date	Amount
11-21-72	\$ 1,400.00
11-27-72	800.00
11-27-72	280.00
11-27-72	260.00
1-06-73	1,770.00
7-11-73	6,091.37
8-08-73	2,298.41
Total	\$15,899.85

9-18-72	100.00)
1-26-73	5,192.95)
Total	\$5,298.95

Additional Trash

Grand Total

RECEIVED

TOWNSHIP OF DARBY

\$21,198.80

E. Lafferty & Son

Edward Lafferty Jr.

PHONES: LU 3-1738
LU 3-0576

DATE September 17, 1973

Invoice #1107

EDWARD LAFFERTY & SON
GENERAL CONTRACTOR

EDWARD LAFFERTY JR.
108 ACADEMY AVENUE
GLENOLDEN, PENN.
19036

TO Board of Commissioners - Darby Township
603 W. Aspland Ave., Glenolden, Pa.

The following bill is submitted for cutting grass in all
yards within the Township of Darby, as contracted:
(to be paid - 73)

01396.00

E. Lafferty & Son

Edward Lafferty Jr.

COMMISSIONERS

Paul R. Sculbba, President
Solomon H. White, Vice President
John A. McGowan
Edward J. Dolan
Junius R. Harrison, II

TOWNSHIP OFFICIALS

Louis H. Camagna, Jr., Secretary
Paul V. Harkins, Controller
Michael J. DiPaolo, Treasurer
Edward A. Savastio, Solicitor

Township of Darby

603 W. ASHLAND AVENUE

GLENOLDEN, PA. 19036

December 7, 1973

LUblow 6-1514

City Wide Service, Inc.
83rd & Buist Avenue
Phila., Pa. 19142

Attn: Mr. R. Heller

Dear Mr. Heller,

Please be advised that the Commissioners for Darby Township have exercised their right to reject bids received Wednesday December 5, 1973 for the "Collection of Trash & Garbage".

Enclosed is a Check for \$100.00, as refund for amount submitted with your bid.

Re-advertisement will be made, new bids for the Collection of Trash & Garbage will be received on January 9, 1973.

Very truly yours,

Louis H. Camagna, Jr.

Louis H. Camagna, Jr., Secretary
Board of Commissioners
Township of Darby

cls

COMMISSIONERS

Paul R. Sculbba, President
Solomon H. White, Vice President
John A. McGowan
Edward J. Dolan
Junius R. Harrison, II

TOWNSHIP OFFICIALS

Louis H. Camagna, Jr., Secretary
Paul V. Harkins, Controller
Michael J. DiPaolo, Treasurer
Edward A. Savastio, Solicitor

Township of Darby

603 W. ASHLAND AVENUE
GLENOLDEN, PA. 19036

LUDLOW 6-1514

December 7, 1973

Wm. Adams & Son
846 W. Moyamensing Avenue
Phila., Pa. 19148

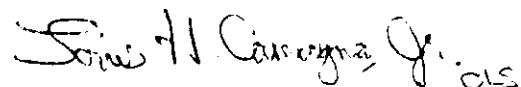
Dear Mr. Adams:

Please be advised that the Commissioners for Darby Township have exercised their right to reject bids received Wednesday December 5, 1973 for the "Collection of Trash & Garbage".

Enclosed is a Check for \$100.00 as refund for amount submitted with your bid.

Readvertisement will be made, bids for the Collection of Trash & Garbage will be received on January 9, 1974.

Very truly yours,



Louis H. Camagna, Jr., Secretary
Board of Commissioners
Township of Darby

cls

COMMISSIONERS

Paul R. Sculbba, President
Solomon H. White, Vice President
John A. McGowan
Edward J. Dolan
Junius R. Harrison, II

TOWNSHIP OFFICIALS

Louis H. Camagna, Jr., Secretary
Paul V. Harkins, Controller
Michael J. DiPaolo, Treasurer
Edward A. Savastio, Solicitor

Township of Darby

603 W. ASHLAND AVENUE
GLENOLDEN, PA. 19036

LUDLOW 6-1514

December 7, 1973

Edward Lafferty & Son
108 N. Academy Avenue
Glenolden, Pa. 19036

Dear Mr. Lafferty,

Please be advised that the Commissioners for Darby Township have exercised their right to reject bids received Wednesday December 5, 1973 for the "Collection of Trash & Garbage".

Enclosed is a Check for \$100.00, as refund for amount submitted with your bid.

Re-advertisement will be made, new bids for the Collection of Trash & Garbage will be received on January 9, 1973.

Very truly yours,

Louis H. Camagna, Jr.
Louis H. Camagna, Jr., Secretary
Board of Commissioners
Township of Darby

cls

COMMISSIONERS

Paul R. Sculbba, President
Solomon H. White, Vice President
John A. McGowan
Edward J. Dolan
Junius R. Harrison, II

TOWNSHIP OFFICIALS

Louis H. Camagna, Jr., Secretary
Paul V. Harkins, Controller
Michael J. DiPaolo, Treasurer
Edward A. Savastio, Solicitor

Township of Darby

603 W. ASHLAND AVENUE

GLENOLDEN, PA. 19036

LUdLOW 6-1514

December 7, 1973

Charley Frank
932 Ashland Avenue
Folcroft, Pa.

Dear Mr. Frank,

Please be advised that the Commissioners for Darby Township have exercised their right to reject bids received Wednesday December 5, 1973 for the "Collection of Trash & Garbage".

Enclosed is a Check for \$100.00, as refund for amount submitted with your bid.

Re-advertisement will be made, new bids for the Collection of Trash & Garbage will be received on January 9, 1973.

Very truly yours,

Louis H. Camagna, Jr.
Louis H. Camagna, Jr., Secretary
Board of Commissioners
Township of Darby

cls

11/73

BID PROPOSAL FOR THE COLLECTION, REMOVAL
AND DISPOSAL OF TRASH AND GARBAGE

Louis H. Camagna, Jr., Secretary
Township of Darby
603 W. Ashland Avenue
Glenolden, Pa. 19036

Gentlemen:

The undersigned having examined all copies of the "Information for Bidders", re: Trash and Garbage Township of Darby, hereto attached, proposes and agrees to collect, remove and dispose of all trash and garbage from the Township of Darby Delaware County, Pa. and to perform all services and work incidental thereto in accordance with the information for Bidders and Specifications attached hereto for a period of:

One (1) year, from February 1, 1974 to January 31, 1975 inclusive for the price of or sum of _____ dollars, (\$ _____), payable in equal monthly installments, ten days after regular monthly meeting, or -

Two (2) years from February 1, 1974 to January 31, 1976 inclusive for the price or sum of _____ Dollars (\$ _____), payable in equal monthly installments, ten days after regular monthly meeting.

Company: _____

Authorized Signature _____

Title: _____

Date: _____

Note: If the bidder is partnership, the bid must be executed in the partnership name and signed by all the partners. If a Corporation bid must be signed by the President or Vice President of the Corporation and attested by the Secretary and the Seal of the Corporation affixed.

COMMISSIONERS

John A. McGowan, Jr., President
Edward J. Dolan, Vice President
William P. Gannon
William T. Hamm
William C. Moore

TOWNSHIP OFFICIALS

William J. O'Halloran, Secretary
Martin J. Reape, Jr., Controller
Anthony J. Grosso, Treasurer
Edward A. Savastio, Solicitor

Township of Darby

HOOK ROAD AND CLIFTON AVENUE

SHARON HILL (P. O.), PENNA. 19079

LUDLOW 6-1514
LUDLOW 3-3245

Mr. Edward S. Bowe, President
Folcroft Borough Council
905 Grant Road
Folcroft, Penna.

Dear Mr. Bowe:

At a Special Meeting of the Darby Township Board of Commissioners held June 18, 1969 it was brought to the attention of the Commissioners that at approximately 5 PM June 17, a horrible blanket of stench covered the southern end of our Township and it lasted until after 10 P.M.

There are various reports of what caused this stench, one of which is that the attendant of the Folcroft Landfill was reportedly offered fifty dollars, if he allowed three trucks to pump out the waste matter they collected from various septic tanks, but they were refused. Shortly after that the stench began.

We would appreciate very much if you would check into this incident and advise if there is anything you can do to enlighten us further on just what caused the stench.

Very truly yours,

William J. O'Halloran, Sec.
Darby Twp. Board of Comm.

cc: Russell T. Wiley, Mayor of Folcroft
Frank J. Willard Jr.

cls

Complaints Aired In Darby Township

DARBY TOWNSHIP — Some 100 township residents held an impromptu meeting in the municipal building Wednesday night to air their complaints about dumps, an incinerator and a sewage disposal plant.

They gathered with intentions of presenting their complaints to the township commissioners. When they learned that the commissioners will attend a meeting in the municipal building at 9 tonight, they vowed to be there.

The commissioners are scheduled to meet then with township sanitation workers to prepare routes and plans for collection of trash. Many who attended the meeting Wednesday night said they would appear at the municipal building tonight as early as 7:30 to make sure they are able to talk to the commissioners.

Commissioner William Hamm attended the impromptu Wednesday meeting. Leaflets were distributed at homes Monday night complaining about odors allegedly coming from a dump, the Delaware County incinerator plant and the disposal plant of the Darby Creek Joint Authority.

Many of the people at the meeting objected to a state plan to allow the Radnor-Haverford-Marple (RHM) Sewer Authority to connect with the Darby Creek Joint Authority.

The State Sanitary Water Board ordered immediate action Monday on the pending agreement between the two authorities to construct an interceptor sewer line to relieve sewage problems in the RHM area. The agreement has been held up because two members of the Darby Creek Joint

Authority, Darby Township and Folcroft Borough, have not approved it.

Hamm told the residents he will try to prevent the board of commissioners from conducting a private meeting and excluding them.

Rev. C. Millbourne Smith, a former supervising principal of Darby Township School District, told the residents they must organize and work together to achieve their goals. Mr. Smith was defeated in a bid for the Republican nomination as school director in the May primary election.

Some of the residents complained that the commissioners have refused to meet with them on numerous occasions. One woman suggested that the group, predominantly Negro, get in cars and go to the home of Commission President John McGowan, on Surrey Lane.

THURSDAY JUNE 26, 1969 DAILY TIMES

THURSDAY, JUNE 19, 1969

BLOWING IN THE WIND

Pigs Return to Haunt Residents

By JOSEPH EINHAUS
Daily Times Staff Writer

DARBY TOWNSHIP — How could some pigs from the past come back to haunt residents of this community?

The answer, my friend, was blowing in the wind — all of Tuesday, and Wednesday morning, to be exact.

One of the first to notice something different in the air was Charles Joiner, of 1226 Tribbett Ave. He complained of a "horrible odor" in the vicinity of his home.

Residents living along Lincoln, Burton, Forrester, Clifton, and Walters Aves., all agreed. Whatever was causing that odor, it had to be fixed. Quickly.

Police and the State Health Department were called. So were the Darby Creek Joint Authority sewage treatment plant, and the Folcroft Landfill Corp., neither of which is known as a tourist attraction.

A posse of concerned citizens and police officers combed the area around the sewage plant and landfill dumps Tuesday

night. They were searching for the cause of the odor. But it could not be located.

Little did they know that the cause of the smell was right under their nose . . . or, right under their feet.

Wednesday morning, sewage plant and landfill corporation officials took up the hunt.

Edward Mullen, manager of the landfill concern, followed the scent to a clump of dirt on the blades of one of his bulldozers. He took one whiff and, voila!

The pigs, from a farm abandoned 10 years ago, had left behind tangible souvenirs of their existence.

Memories of the pigs were unearthed when the bulldozer plowed through the farm to make room for more trash.

The bulldozer operator was hastily dispatched to the scene to re-cover the mound. The search had ended.

By Wednesday afternoon, there were no more reminders of the pigs blowing in the wind.

DARBY TOWNSHIP MUNICIPAL BUILDING

HOOK ROAD AND CLIFTON AVENUE
SHARON HILL (P. O.) PENNA. 19079

Mr. Edward S. Rowe, President
Folcroft Borough Council
905 Grant Road
Folcroft, Penna.

DARBY TOWNSHIP MUNICIPAL BUILDING

HOOK ROAD AND CLIFTON AVENUE

SHARON HILL (P. O.), PENNA. 19079

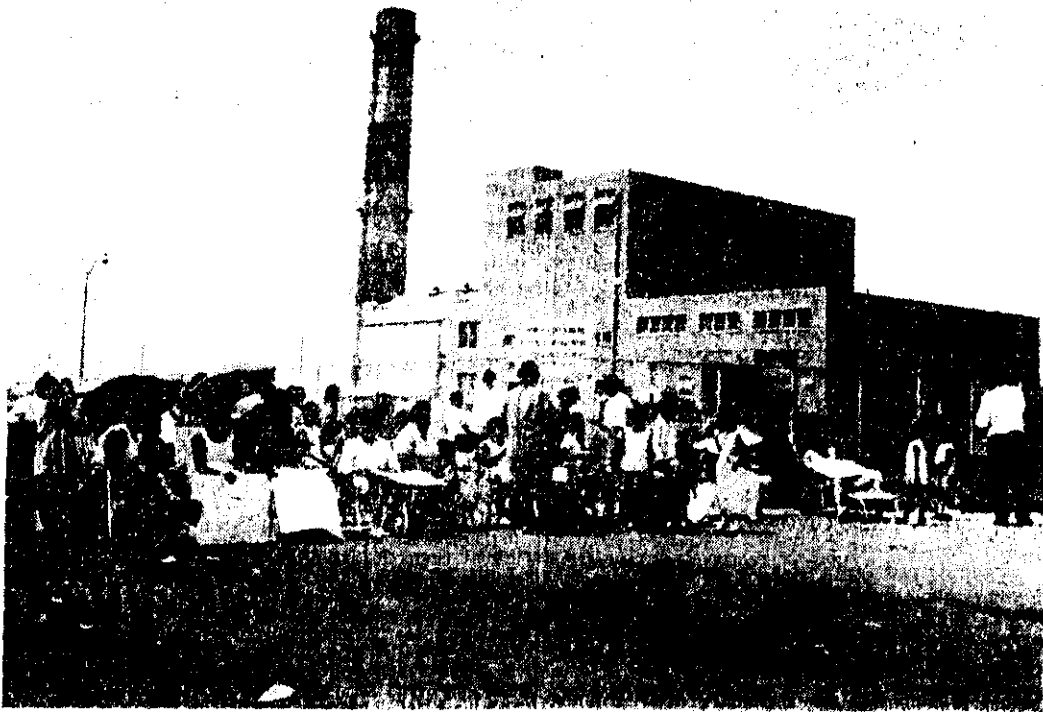
Mr. Russell T. Wiley, Mayor
Borough of Folcroft
905 Grant Road
Folcroft, Penna.

DARBY TOWNSHIP MUNICIPAL BUILDING

HOOK ROAD AND CLIFTON AVENUE

SHARON HILL (P. O.), PENNA. 19079

Mr. Frank J. Willard Jr.
Commonwealth of Pennsylvania
Department of Health
1400 W/ Springgarden Street
Philadelphia., Penna. 19130



Daily Times Photo by BERT HODGE

DARBY TOWNSHIP residents block access road to the project. In the background is the county's incinerator and Folcroft landfill project to protest odors coming from incinerator in Darby Township.

Hearing Set on Injunction Against Landfill Blockade

By JEFF SIMMONS
Daily Times Staff Writer

Delaware County Judge Howard E. Reed Jr. issued Friday a preliminary injunction prohibiting demonstrations against dumping operations at the county's incinerator in Darby Township and a nearby, privately-owned landfill area in Folcroft.

About 150 persons put up roadblocks at the incinerator and the Folcroft Landfill Corp. site Thursday night to protest odors from the landfill area.

They remained there Friday night and were still there this morning, apparently defying the injunction.

Judge Reed scheduled a hearing on the injunction for 10 a.m. Monday after granting injunction petitions filed by County Solicitor Edward H. P. Froese and Guy G. deFuria, lawyer for Folcroft.

The two complaints named as principal defendants Solomon White, 821 Clifton Ave.; Elizabeth Peace, 1555 Clifton Ave.; and Charles Mason, 1525 Clifton Ave., all of Darby Township.

The irate Darby Township residents said Friday they particularly objected to the dumping of human waste in the rear of the incinerator off Caloon Hook Road and Tribett Avenue.

Officials of the landfill project had claimed the source of the odors was a recently uncovered pig farm, abandoned about 10 years ago, on what is now land- fill company property.

Longtime township residents, however, claim the pig farm was at least 300 yards from the dumping area. Instead, they said, the odor came from sewage, including human waste, which was being hauled in by truck from the Haverford-Radnor-Marple Sewer Authority (HRM), under contract with the Tri-County Hauling Co., a division of the landfill company.

Several of the protesting residents said they were told by landfill company officials that no human waste was dumped in their grounds.

However, a spokesman for the State Health Department said Friday that "sludge" was brought in from the HRM area under certain state regulations.

Those regulations specify that only "treated" sludge can be transported to a dumping operation. They further state that this sludge must be immediately covered with dirt.

But, the health department spokesman said treated sludge would not result in an over-



ARTHUR K. FAVOR talks with area residents protesting dumping.

one of the women in the block. When the roadblock was conducted by the Folcroft Health Dept.

"We can't even let our kids out to play, it's so bad. That William Hamm and a member of the Folcroft Health Department, was to study the situation and give his report in an inspection of a Tri-State today.

On Friday morning, Arthur K. FAVOR, the director of the dumping grounds, initially formed Thursday night, Health Dept.

operates an incinerator on truck contained "human waste" Delaware County and Philadelphia sought an injunction against Folcroft Landfill Corp. road to the landfill, visited the expert said toilet paper usually against Folcroft Landfill Corp. blockade to ask the citizens dissolves when it and the sew- two years ago to restrict its operations.

FAVOR told them they were. The state health department Judge Reed heard one witness interfering with the function at requested Friday a in the suit last week and investigation of the trouble to continued the case and fall.

Darby Township Plans To Block Landfill Road

Officials Act on Protests

Violation Is Charged

DARBY TOWNSHIP The board of commissioners passed a motion Thursday night instructing the police department to establish a roadblock on the access road to the Folcroft Landfill Corporation's operation at the tip of Calcon Hook Road, near Tribbett Avenue.

The resolution came after a short meeting with about 50 residents who complained of the landfill company's violation of its original agreement with the township.

Ravenel Maxwell, an ex-commissioner, said the agreement was approved in March of 1964, although "a court injunction handed down by Judge Sweeney," stated the company could not use the road. Maxwell said he thought the court didn't know the road was being used currently.

The agreement said the landfill company must "pave Calcon Hook Road, police it, and keep it debris-free." On the grounds that the company didn't fulfill that part of the contract, the commissioners voted to block the road.

Board Chairman John McGowan said the commissioners have the right to stop the traffic "without notice or call" to the company.

As of this morning, the blockade had not been erected, and the police department said it had not been notified of the plans.

Monday, an injunction forbidding citizens from blocking the entrance to the landfill was continued by the county court.

The citizens had protested against a smell emanating from the dump, which they claimed was disposing human waste on its property. After the citizens blocked the entrance to the grounds, the company obtained an injunction asking them to remove the obstruction.

In the court hearing, Judge Howard Reed instructed the company "to stop bringing in the waste" but also told the demonstrators not to block the road any longer.

Mrs. Bessie Peace, one of the three principal defendants in the injunction, said her group didn't want to violate the injunction, but she said the company was not living up to its end of the bargain.

"They're not supposed to operate after midnight, but Wednesday night, three of our people saw trucks entering around 1 a.m. When they approached one of the trucks, which belonged to the Tri-State Hauling Co. (a division of the Folcroft company), the driver turned around and drove the truck away."

She said the commissioners should "do something" to stop the actions, "after all, the company's office and the road they use are in Darby."

**Dedicated
residents
helped all**

To The Times: 6/27/69
DAILY TIMES

I wish to express my sincerest appreciation to the residents of Darby Township whose personal sacrifice and dedication to the best public interest and the physical health of their fellow citizens of Delaware County, stopped the dumping of human waste upon the lands owned by the Folcroft Landfill Corp.

One can only imagine the amount of disease, suffering and deaths that have been prevented by the courageous actions of these unselfish men and women.

Every resident of Delaware County, Philadelphia County and the nearby counties of New Jersey, should be made to realize the magnitude of this public health hazard and the untold number of lives that undoubtedly have been saved by their swift and efficient effort.

SAMUEL A. MYERS, SR.
620 Primos Ave.
Folcroft,

Landfill Fight Appears Over

DARBY TOWNSHIP — The he would go into court Friday complicated dispute over a priv- and ask Judge Henry G. Sweney ate firm and its attempts to to dismiss a taxpayers' suit reach its landfill site in neigh- which had sought to block use boring Folcroft appears settled of the road through the county today. property.

Township commissioners Wed- • Darby Township commission- nesday night — by a 3-2 vote- ers were officially informed reversed an earlier decision and Wednesday night that their re- agreed to permit the Folcroft quest for \$85,000 in county aid Landfill Corp. to use an unopen- to pave Calcon Hook Road—but ed portion of Calcon Hook Road. not the unopened portion—has been approved by the county In return, the firm agreed to commissioners. pave the 250-foot road section. The township commissioner relieve the township's financial had long contended that the responsibility and permit the county should share the cost of township to dump free. taking care of the road since the incinerator benefited other communities.

It also agreed there would be no burning and that it would conduct a rat and mosquito control program. The request for county aid which had been turned down or finally last year, figured in the dispute.

Last year, the commissioners ginally last year, figured in the dispute. blocked the firm from using the unopened portion of the road. It came to the surface who contending the township would the township commissioner be financially responsible in case blocked the unopened, unpaved of accidents. portion of the road late last year. The unpaved section starts near the entrance to the county property and its incinerator.

In other developments: year. The unpaved section starts near the entrance to the county property and its incinerator. • The county commissioners Wednesday morning dissolved a verbal agreement which had permitted Folcroft landfill to use a Calcon Hook is the only road leading to the landfill site. road through county property on. On Dec. 13, township police Calcon Hook Road to reach the halted the trucks. Folcroft Landfill went to court seeking a preliminary injunction to stop the township from blocking the road.

The commissioners said the road was no longer being used by the firm. On Dec. 13, Judge William Total refused to grant the injunction and said the township could block the unopened portion.

• The commissioners opened bids for removal of the residue from the incinerator. Folcroft Landfill was the lowest of three bidders.

As a result, the firm asked Asst. County Solicitor Joseph W. deFuria said Wednesday See ROAD, Page

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3/5/64

Road Dispute Settled

Continued from Page One

for permission to go through the incinerator property.

Former County Commission Chairman G. Robert Watkins and the present chairman, Frank A. Snear Jr., both Republicans, gave the firm verbal permission in December to go through the incinerator property.

Its trucks started using the road in January.

County Commissioner Harry A. McNichol Jr., who replaced Watkins, had said the permission was granted because the county anticipated calling for bids to have a private firm remove the incinerator residue.

He had said Folcroft Landfill was expected to be the low bidder because its dumping site was so close.

He and Snear contended the county might save \$100,000 a year by having a private firm do the job.

The taxpayers suit, filed by two township residents, had contended that no lease, right of way or compensation existed as a result of the verbal agreement by the county commissioners.

Last Friday, Judge Sweney gave strong indication he would grant the injunction after questioning whether the verbal agreement had been made "in the back room."

Man Is Injured

John H. Guender, 34, of 1015 Millbrook Road, Easttown, Chester County, was injured at 7:30 a.m. today when his car flipped over on Media By-Pass east of Ridley Creek, Upper Providence.

Police reported that a passing car forced him to swerve to the right, causing the car to overturn. Guender was detained at Riddle Hospital with possible back injuries. Media ambulance took him to the hospital.

On Wednesday night, Township Solicitor David Natale read a letter from Folcroft Landfill and an agreement prepared by its attorneys, Meehan and Stokes of Philadelphia.

The firm asked the commissioners to reconsider and permit it to use the unopened portion.

Natale said if they gave the firm permission it could be revoked at any time.

The firm agreed to get insurance of between \$100,000 and \$300,000 to cover any liability.

It agreed to pave the section with a "suitable" base and tar and chips and maintain it.

The agreement is to be signed after its provisions are met.

James J. Silimeo, board president, said the agreement was the "best solution to an ugly problem."

He said he felt it was the best way to resolve the situation in the best interest of the township.

Ravenall Maxwell, the lone Democrat on the board, objected.

He said he and William Han former Democratic commissioners, were against it.

Maxwell said the landfill not benefit the township in any way and that it would have control over what was done there.

Commissioner Claude B also opposed it, saying he not like the trucks going through the township.

Silimeo said the unopened portion should have been paved when the county built the incinerator.

Voting for the agreement was Silimeo, John McGowan and Edward (Ted) Dolan.

It was announced that bids for repaving of Calk Hook Road would be opened the April meeting.

The county commissioners had acted earlier Wednesday after Bernard T. McNichol president of Folcroft Landfill advised them "the verbal agreement is no longer necessary."

The vote to dissolve the agreement passed, 3-0.

The bids received by the county commissioners to remove residue follow:

Folcroft Landfill, \$17,420 for 16 hours a day and \$26,130 for 24 hours.

Clearview Land Development Corp. of Darby Township, \$2,890 for 16 hours and \$36,890 for 24.

C. Davis, Inc., of Conshohocken, \$68,750 for 16 hours and \$88,750 for 24.

Edward Heller, president of Clearview, questioned Folcroft Landfill's bid, saying a Folcroft borough ordinance limits dumping to from 7 a.m. to 4:30 p.m.

He said the Folcroft firm would not qualify under either the 16-hour or 24-hour specifications.

Bernard McNichol said the firm held permits and license to dump at a Philadelphia site which would permit him to comply with the specifications.

Pre-School Class Set

CHESTER—The Chester Central YMCA will start a pre-school water introductory swim course for boys and girls between the age of 2½ years and 6 years, beginning on March 17.

Classes will be held every Tuesday, Wednesday and Thursday mornings from 10 a.m. until 11 a.m. Parents are to pick the morning that will suit them.

Mothers may enter the water with the children.

Edward Morrell, YMCA Physical Director, and his staff of Thompson, Charles Gray, Dave Purdy, will be in charge of the classes with mothers helping.

Interested parents are asked to call the YMCA reception desk for further information.

County Permits Land Use

Blocked Road Is Bypassed

By DON MURDAUGH
Daily Times Staff Writer

DARBY TOWNSHIP—A private firm, blocked from using a township road to reach its landfill site, is now going through county-owned property.

The Folcroft Landfill Corp. has built a temporary road through the County Disposal Department's Incinerator 2 property.

The firm's trucks and those of others permitted to dump for a fee are going through the incinerator property to reach Folcroft Landfill's site in neighboring Folcroft.

The trucks thus bypass a controversial "unopened" section of Calcon Hook Road.

The temporary road runs from the incinerator entrance parallel to the unopened section to the landfill site.

The township blocked the use of the unopened section in December and was backed up by a county court decision.

County officials and the attorney for Folcroft Landfill said permission to use the county property was given verbally by Republican County Commissioners G. Robert Watkins and Frank A. Snear Jr. in December.

At that time, Watkins was board chairman. His term expired early this month and Snear succeeded him as chairman.

The reason given by County Commissioner Harry A. Nichol for the agreement was that the commissioners anticipate calling for bids for the removal of residue from the incinerator.

He said they believed Folcroft Landfill would not submit the low bid because its site is so close. Thus the county would save money, he said and because of that the privilege of passing over county property was granted.

William A. Meehan, attorney
See COUNTY, Page 12

County OKs Land Use

Continued from Page One

for the firm, said Thursday Watkins and Snear gave permission to Folcroft Landfill "to cross over a small stretch of the incinerator ground."

Meehan is Republican leader of Philadelphia and son of the late city GOP leader Austin Meehan.

Meehan said he is still an owner of the Delaware County Construction Co. along with Delaware County GOP leader John J. McClure.

"I have no interest in the Folcroft land—no monetary interest—and neither does Sen. McClure. I didn't talk to Sen. McClure about it," Meehan said.

Involved in the dispute is the attempt of Darby Township commissioners to obtain county aid to fix Calcon Hook Road. It appears they will get the money.

Calcon Hook Road is the only road leading to the incinerator property and to the landfill site.

The road is opened to the public to the incinerator entrance. But the unimproved section continues for approximately another 250 feet.

On Dec. 13, Darby Township police blocked the use of the unimproved section.

Folcroft Landfill went to court seeking a preliminary injunction to stop the township from blocking the road.

On Dec. 17, Judge William R. Toal refused to grant the injunction.

Township Commission President James J. Silimeo had testified that the disputed unpaved section was never opened to public use and the township did not want the financial responsibility of allowing the firm to use it.

Meehan said he doubted if there would be a full hearing on the injunction.

"We don't have the need for it anymore," he said.

Meehan said he understood the Darby Township commissioners were unhappy that Folcroft would get the benefits of the landfill while the township was getting nothing and had to maintain Calcon Hook Road.

Folcroft Landfill, he said, has a five-year lease to dump in the Folcroft matches. The lease will cost the company some \$40,000, he said and unless it could get

to the site it would be "out of business."

The majority of the 50-acre tract leased by the firm is owned by William C. Henderson, a Folcroft contractor and industrial park developer.

After the court ruled the township could block the unopened section, Meehan said, he met with Silimeo and Folcroft councilmen in an attempt to reach a solution.

He said he thought a temporary agreement was worked out, but then he was informed the unopened section would stay closed.

Meehan said he then went to talk with Watkins and Snear and they gave verbal permission for the firm to go through the incinerator property.

Watkins confirmed that an agreement had been reached but would not go into detail because he is no longer a commissioner.

Snear also confirmed that he and Watkins gave permission for use of the road, but would not comment further.

Bernard McNichol, Folcroft Landfill president, said his firm expects to submit a bid to dispose of the incinerator residue.

Harry McNichol, who became a county commissioner earlier in the month, said he is not related to Bernard McNichol.

Retarded Unit Seeks Charter

MEDIA COURTHOUSE—The Parents with a Purpose for the Benefit of Retarded Children have filed a court application for a charter as a non-profit corporation.

The organization says its objectives are to promote advancement of techniques and programs to aid retarded children and to raise funds for this work.

Breaks Hip

UPPER DARBY—Mrs. Alice Lookavaugh, 79, of 24 S. Madison Ave., was admitted to Fitzgerald-Mercy Hospital, Darby, Thursday after she broke her hip in a fall at her home.

Commissioner McNichol confirmed that the county is preparing to call for bids for the removal of incinerator residue.

The county has been doing the job itself.

Commissioner McNichol said he expects Folcroft Landfill will win the contract because its costs would be less in hauling to its dump site.

This would be to the county's advantage, he said, and the same privilege would be extended to anyone benefiting or helping the county.

Having a private firm remove the residue would be cheaper for the county, he said, because it would not have to maintain its own equipment or use its own men as at present.

The commissioner also said the county is running out of space to dispose of the residue.

Earle B. Fox, executive director of the county disposal department, said he first learned Folcroft Landfill was running through county property on Jan. 4 when the trucks began using the temporary road.

Silimeo said about the firm going through the county property:

"Permission was granted without consultation with us (the township commissioners)."

"There's not much we can do about it," he said.

He said the township's main concern was to have Calcon Hook Road improved. The road, he said, is used to benefit the county but the township has had to pay for the cost of its maintenance.

Silimeo said the township tried to get funds from the county commissioners for last year but was turned down.

In November, he said, the township commissioners requested \$85,000 to this year to improve Calcon Hook Road from Hook Road to Tribbett Ave.

The project would not include the disputed unopened section.

On Saturday, he said, the township commissioners received a letter from County Engineer Frank Remy that he was investigating the request for county aid and the township would receive some consideration.

This week Remy wrote the township commissioners telling them they probably would get the \$85,000 and that work could be started in the spring.

3/5/64

Darby Twp. Opens Road to Land Fill Site

Was Barricaded
On Dec. 13 After
Dispute on Use

The Darby Township Board of Commissioners last night voted 3-2 to permit dump trucks to begin reusing Calcon Hook road to get to the Folcraft landfill.

The township barricaded the road Dec. 13. Calcon Hook road is the only way the trucks have of reaching the landfill, except by crossing Delaware County owned land alongside the unimproved portion of the road.

Under an agreement reached with the Folcraft Landfill Co. the company will improve and maintain the portion of the road which lies between its operation and the county incinerator.

Also, the township has a pledge from the county that it will pay for reconstruction of Calcon Hook road between Hook road and the incinerator. The cost of this work is estimated at \$8,500.

The barricades went up after several township officials complained the township had everything to lose and nothing to gain by permitting the trucks on the road.

Commissioner Ravéna Max-well said he still feels that way. He and Commissioner Claud Bass cast the dissenting votes to allow the trucks back on the road.

Other Roads

He said that although Calcon Hook road will be improved and maintained without expense to tear up other roads the township has to maintain. He said there will be no compensation in as much as the landfill is in another municipality.

Commissioner James J. Sillmeo said that dump trucks have to get to the incinerator, which is within Darby township, and those that proceed on to the landfill operation 250 feet away will do so on a road constructed and maintained by the landfill corporation.

The corporation went to court Dec. 17 to try and get an injunction to stop the township from barricading the road. The move was denied by Judge William R. Toal, but the county permitted the trucks to cross its land to the landfill after passing the incinerator.

To Make Roadway

The barricade did not affect trucks going to the incinerator. It was erected at a point where Calcon Hook road virtually ceases to exist as anything but a paper road. The corporation will create a real road out of this paper road.

Under the agreement between the township and corporation it is stipulated that use of the road is not "a right of way out a privilege" and the township shall have the right to close the portion of the road beyond the incinerator at any time "for cause."

The corporation also agreed to carry liability insurance of up to \$300,000 for any damage or injuries on this portion of the road.

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Hearing Slated In Darby Twp. Landfill Rift

Judge Permits
Trucks to Use
Calcon Hook Rd.

By LOUIS C. STETLER
Of The Bulletin Staff

Judge E. Leroy van Roden today ordered a hearing at 10 A. M. tomorrow on a suit by the Folcroft Landfill Corp. to restrain Darby Township from preventing trucks from using Calcon Hook road.

The judge preliminarily restrained the township from any further interference with the trucks on the highway, pending tomorrow's hearing.

The suit, filed by Charles V. Stolker, Jr., a Philadelphia attorney, charged that Darby Township Police Chief Wesley Gidney last Thursday refused to permit customers of the landfill operation to use the road, although other trucks were permitted to use it.

Only Access

Calcon Hook road, it was said, is the only means of access to the corporation's ground from 84th st.

The corporation itself states that it has been operating this landfill project under authorization of the borough of Folcroft since May 15, when ground was leased from the Philadelphia Electric Co., and Wilbur C. Henderson, Jr.

Stolker contended that trucks from Gulf Oil Co., Philadelphia Brick Co., and those bound for the Delaware County incinerator plant in Darby Township were permitted to use Calcon Hook road, but customers of the landfill firm were denied access to it.

County Aid

The suit avers that this denial is to force Delaware County to aid Darby Township financially in maintaining the road.

Stolker charges that this action is "arbitrary and unauthorized by law, and is in violation of use of a public road." If allowed to persist, he told the court, it will injure his client's business, and cause irreparable loss and damage.

The injunction is against the township commissioners and employees.

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1969 DAILY TIMES

Injunction Sought By Dump

Suit Names
Darby Twp.

DARBY TOWNSHIP — The Folcroft Landfill Corp. has filed a suit in Delaware County Court against the township commissioners and police to stop them from blocking the access road to the landfill site plant.

Guy G. deFuria, attorney for the corporation, filed the suit last week for a hearing at a later date.

DeFuria said the commissioners and police have put a barricade across Calcon Hook Road, the access road to the plant, to keep trucks from entering the landfill area.

"We don't understand what right they have to close it, but they've done it," deFuria said.

On June 23 Judge Howard F. Reed Jr. heard a case involving the blocking of the road by township residents, who also blocked the road leading to the county incinerator plant. The residents had complained about strong odors emanating from the plants.

Both sides agreed then to an injunction preventing the blocking of trucks going to the plants.

Judge Reed issued an order at the same time that no human waste, treated or untreated, was to be disposed of at the landfill. The residents' attorney, Edward S. Lawhorne, had charged that human waste from the Radnor-Haverford-Marple sewage disposal plant was being deposited in the landfill.

DeFuria said Monday the smells that caused the residents' complaints were caused by a pump breakdown in the sewage disposal plant. "We did not know about this at the time," deFuria said. "In fact, nobody knew about it except the sewage plant people and they didn't say anything."

DeFuria said the odor "apparently" has been removed. He said he did not know why the barriers had been put up by the township, but commented, "the township has made it difficult for the landfill for a long time."

Township Commissioner

Injunction Is Sought

MEDIA COURTHOUSE — A request for a preliminary injunction sought in a taxpayer's suit against the County of Delaware over use of county property by a private firm will be heard Feb. 28.

Judge William R. Toal signed an order Tuesday ordering the county to show cause on that date why the injunction should not be granted.

The legal action was filed by Francis R. Lord, an Upper Darby attorney, representing Charles A. Joyner, 1226 Tribbitt Ave. and John E. Malloy, 1304 Tribbitt Ave., both Darby Township.

It seeks to halt use of a road built through the county's incinerator property in Darby Township from Calcon Hook Road to the landfill site of the Folcroft Landfill Corp.

The suit contends that the county has permitted the landfill company to construct and use a private road across county property without compensation and without any grant of right by the county commissioners.

It charges that Folcroft Landfill Corp. and its customers are using the road for their private benefit and that such use is "contrary to law and contrary to the rights of the plaintiffs as

taxpayers, residents and citizens" of the county.

The suit asks the county court to require county commissioners to take "effective legal steps" to bar continued use of the property.

The road through the incinerator site was opened after Darby Township had barred use of a "paper section" of Calcon Hook Road to trucks travelling to or from Folcroft Landfill Corp.'s site adjacent to the incinerator.

The county court backed up the township's right to bar use of this road when the landfill firm sought an order against the township.

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2 Taxpayers Sue Over Use of Land

MEDIA COURTHOUSE—Two commissioners to take legal steps to bar use of the property by the Folcroft Landfill Corporation today seeking two bar use of the and its customers. County's Darby Township incinerator property by a private corporation.

The taxpayers complaint was filed by Charles A. Joyner, 1226 43 Tribbitt Ave., and John E. Malloy, 1304 Tribbitt Ave.

It charges the county has permitted the Folcroft Landfill Corp. and its customers to construct and use a private road across the incinerator property without compensation to the county and without any grant of right by the county commissioners.

It charges the landfill company has used the road for its own private use and benefit and that the use is contrary to law and to the rights of the plaintiffs as taxpayers, residents and citizens.

The suit asks the court to issue an injunction requiring the

Frank A. Snear Jr. and former commissioner G. Robert Watkins have said they granted the firm permission to go through the county incinerator property to reach the landfill site neighboring Folcroft.

Commissioner Harry A. McNichol has said it was granted because the county expected call for bids — and eventually did—to have a private contractor dispose of the residue from the incinerator.

McNichol has said the landfill company was expected to submit the low bid because its disposal area was so close to the incinerator.

The company was given permission after Darby Township blocked an unopened section

Calcon Hook Road so the firm could not use it to get to the landfill.

A G R E E M E N T

THIS AGREEMENT made this 4th day of March, A. D. 1964, by and between THE TOWNSHIP OF DARBY, Delaware County, Pennsylvania, (hereinafter called "Township") and FOLCROFT LANDFILL CORPORATION, a Pennsylvania Corporation of Delaware County, Pennsylvania, (hereinafter called "Corporation"):

WHEREAS, the Corporation conducts a sanitary landfill operation in the Borough of Folcroft on ground adjacent to the property of the Delaware County Incinerator on Calcon Hook Road; and

WHEREAS, the said Calcon Hook Road is presently a means of access to the Corporation's sanitary landfill operation; and

WHEREAS, the Township has never opened for travel the portion of Calcon Hook Road for a distance of approximately 250' from an entrance of the Corporation's landfill operation; and

WHEREAS, The Township, upon certain conditions, will allow the unopened portion of Calcon Hook Road to be used by the Corporation for specified limited uses under certain specified conditions.

IT IS AGREED:

1. That beginning with the date of this Agreement and continuing for its term, the Township will open and continue to keep open the unopened portion of Calcon Hook Road, beginning at a point approximately 250' feet from an entrance of the Corporation's sanitary landfill operation where the paved portion of Calcon Hook Road ends. It is specifically understood and agreed that this is not a license, easement or right of way but is a mere privilege granted by the Township to the Corporation which may be extinguished at any time by

by the Township without notice, for cause.

2. That during the terms of this Agreement and any extension thereof, the Corporation agrees to defend and to indemnify fully, protect and save harmless the Township from any and all liability and from all suits and actions of every kind and description, whether at law or equity, brought or which may be brought against the Township for or on account of any loss sustained by any person by reason of injuries to person and damage to property while on the aforesaid portion of Calson Hook Road, during the term of this Agreement. It is not the intention of this Agreement or of anything provided herein, to confer a third party beneficiary right of action upon any person whatsoever and nothing hereinbefore or hereinafter set forth shall be construed so as to confer upon any person, other than the Township, a right of action either under this Agreement or in any manner whatsoever, tThe Corporation shall obtain and maintain in full force and effect during the term of this Agreement, and any extension thereof, a policy of comprehensive liability insurance against injury to persons and damage to property with such insurance companies as shall be approved by the Township's Solicitor and in amounts no less than One Hundred Thousand Dollars (\$100,000.00) to Three Hundred Thousand Dollars (\$300,000.00) for personal injury, and Fifty Thousand Dollars (\$50,000.00) for property damage. Such insurance shall be endorsed with a hold harmless clause in favor of the Township and shall indicate the provision of a defense of such suits as may be brought against the Township because of the Corporation's use of Calson Hook Road. Evidence of such insurance shall be furnished to the Township prior to the commencement of operation under this Agreement.

3. That on or before ninety (90) days from the date of this Agreement, the Corporation will provide the aforesaid unopened portion of Calcon Hook Road with a suitable base as approved by the Township engineer for truck travel and will tar and chip its surface. Thereafter, during the term of this Agreement, the Corporation will undertake to maintain this portion of Calcon Hook Road at its own expense.

4. That from time to time the Corporation will permit the Township to dump in its sanitary landfill operation free of charge Christmas trees, couches, and such other debris as it is not able to dispose of at Delaware County's Incinerators.

5. That the Corporation will not burn any of the material deposited in its sanitary landfill operation. The Corporation will also, during the term of this Agreement, continue to keep in force its program of rodent, mosquito, and pest control and will submit semi-annual reports from qualified exterminators to the Township.

6. The Corporation specifically covenants and agrees that the only rights it obtains from the use of said unopened portion of Calcon Hook Road are rights specifically set forth in this agreement, and further agrees that the Township does not waive any of the rights that it has by virtue of keeping this portion of road unopened.

7. That this Agreement shall remain in effect so long as the Corporation retains its sanitary landfill operation at its present location on Calcon Hook Road in the Borough of Folcroft, provided however, that the Township reserves to itself the rights to terminate the contract for cause.

8. That the parties to this Agreement are authorized to make this Agreement.

TOWNSHIP OF DARBY

ATTEST:

Secretary

BY:

President-Board of Commissioners

FOLCROFT LANDFILL CORPORATION

ATTEST: _____ BY: _____
Secretary President

PERFORMANCE BOND

Know all Persons By These Presents, ~~XXXXXXXXXXXXXXXXXXXX~~
~~XXXXXXXXXXXXXXXXXXXX~~ Edward Lafferty, Jr., trading as
Edward Lafferty & Son, as Principal, and _____
_____, as Surety
are held and firmly bound unto the Township of Darby, Pennsylvania
(hereinafter called Township) in the sum of One Hundred Fifty
Thousand (\$150,000.00) Dollars, lawful money of the United
States of America, to which payment well and truly to be made,
we do hereby jointly and severally, bind and oblige ourselves,
and our heirs, executors, administrators, successors and assigns
firmly by these presents;

Whereas, the above bounden Principal has entered into a
written Contract with the Township for the removal and disposal
of trash and garbage in the Township of Darby, for the price
set forth in said Contract, which said Contract is by reference
made a part thereof.

Now the Condition of this obligation is such that if the
above bounden Principal shall well and truly perform said
Contract and fully and faithfully carry out and complete the
same in all respects, then this obligation shall be void and of
no effect, otherwise, to continue in full force and virtue.

Signed and Sealed this 30th day of January, A.D., 1974.

EDWARD LAFFERTY & SON (Principal)

Witness:

~~XXXXXXXXXXXXXXXXXXXX~~

Edward Lafferty, Jr.

Surety

INFORMATION FOR BIDDERS

RE: TRASH AND GARBAGE

TOWNSHIP OF DARBY

The Contract to be awarded is for the collection, removal and disposal of trash and garbage from all dwellings, churches, and schools in the Township of Darby, Delaware County, Pennsylvania.

Scaled bids or proposal for performing the work specified will be received by Louis H. Camagna, Jr., Secretary of the Township of Darby, until eight o'clock P.M. E.D.S.T. Wednesday December 5, 1973.

Bids must be sealed and plainly marked on the envelope "Bid for Collection of Trash and Garbage."

All bids must be on the blank form or proposal attached hereto and should give prices both in writing and in figures, and must be signed by the Bidder in accordance with the directions in the form for bid.

Bids will be publicly opened and read at the meeting of the Township Commissioners to be held on the 5th day of December A.D. 1973, at 8:00 P.M., E.D.S.T., and award the Contract, if awarded, will be made by the Commissioners as soon thereafter as practicable. All bidders are requested to be present, must have their equipment in operation and be ready to furnish proof thereof.

Right is reserved to reject any and all bids for any reason or reasons whatsoever. If awarded, the terms of the Contract will be for either a period of one (1) year from February 1, 1974 to January 31, 1975 inclusive, or for a period of two (2) years from February 1, 1974 to January 31, 1976 inclusive, whichever period is deemed by the Commissioners to be for the best interest of the Township.

Bonds in the sum of 100% of the Contract price, for the faithful performance of the Contract and for the protection of Labor and Material men are required. These bonds must be in a form satisfactory to the Township Solicitor, and the surety must be approved by the Township Solicitor.

The successful bidder must file certificates showing coverage of Workmen's Compensation Insurance and Public Liability and Property damage in the amount of at least \$50,000/100,000 - \$10,000.

All bonds and certificates must be received and approved prior to the commencement of the work, and renewals at least ten (10) days prior to the expiration of current policies.

No subletting of the Contract, or any part thereof, will be permitted except with the approval of the Township Commissioners expressed in writing. No subletting will relieve the Contractor of the Surety or the bonds of any responsibility.

No Bidder may withdraw his bid for a period of thirty (3) days after the opening thereof.

Every bid must be accompanied by a certified check, bank cashier's check or bank treasurers check, in the amount of One hundred (\$100.00) Dollars, to the order of the Township of Darby, which will be retained by the Township as liquidated damages if the successful bidder fails to execute the Contract and supply the bonds and insurance certificates as required, and to meet all the conditions. Checks of unsuccessful bidders will be returned as soon as possible, following the award of said Contract.

SPECIFICATIONS

The Contractor shall do all the work and shall supply all labor and material, services, plant and equipment for the collection, removal and disposal of Trash and Garbage from the Township of Darby, County of Delaware, Pennsylvania.

1. DEFINITION OF GARBAGE: The term "garbage" wherever it appears in these specifications or in the advertisement, in the information for Bidders, in the Proposal in the Contract, or in the Bonds means all refuse of animal or vegetable matter which has been used for food for men or was intended to be so used.

11. DEFINITION OF TRASH: The term "Trash" wherever it occurs in these specifications in the advertisement, in the Information for Bidders, in the Proposal, in the Contract or in the Bonds or in any other paper in connection herewith means any and all things whatsoever excepting garbage and non-combustibles.

111. NONCOMBUSTIBLES: Contractor is not obligated to pick up non-combustibles.

IV. LAWS AND ORDINANCES: All regulations of the Department of Health of the Commonwealth of Pennsylvania and the Local Board of Health, and all laws of the Commonwealth of Pennsylvania and the United States, and all Ordinances of the Township and those of any other Municipality through which Trash and Garbage collected under the Contract may be transported must be strictly adhered to by the Contractor.

The Contractor shall keep a daily record of the number of loads collected and shall make a report of the collection in such form and in such manner and at such times as may be proscribed by the Township or a committee thereof appointed for the purpose. Contractor shall also furnish such additional information in writing in reference to the conduct of the work as may be required from time to time by the Township. If such report and information is not supplied within one (1) week from the date of the request, the Township may, in its discretion, retain such money as may be due said Contractor until the required information shall have been supplied.

INSPECTION OF PREMISES: The properly authorized officers, officials or employees of the Township shall have the right of free and unobstructed access to the disposal site, buildings and premises used in connection with the collection and disposal of Trash and Garbage, at any and all times during the term of the Contract for the purpose of inspection.

EQUIPMENT: Bidders quoting price on Collection should have two (2) Packer Type Disposal Trucks plus one (1) open truck, metal body.

DAYS OF COLLECTION: The days of collection shall be definite and fixed after consultation with the Township of Darby Commission or a Committee thereof. No collection shall be made on Sundays or Legal Holidays; when a scheduled collection falls on a Sunday or a Legal Holiday, the collection shall be made on the following day.

TIME OF COLLECTION: All collections shall be made between the hours of 7:00 o'clock A.M. and 7:00 o'clock P.M.

FREQUENCY OF COLLECTION:

GARBAGE: Collections shall be made twice a week for the entire year during the term of Contract.

TRASH: Collections shall be made twice each week during the term of the Contract.

PAYMENT TO CONTRACTOR: Payments shall be made monthly to the Contractors or within a reasonable time after the regular meeting of the governing body of the Township less any deductions.

A G R E E M E N T

This Agreement, made this 30th day of January, A.D., 1974,
between the Township of Darby, a Township of the First Class,
of the County of Delaware, State of Pennsylvania, hereinafter
referred to as "Township", ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~,
XXX, and Edward Lafferty, Jr., trading as Edward Lafferty & ^X
Son, hereinafter referred to as "Contractor",

WITNESSETH:

WHEREAS, the Township requires the services of a collector
for the removal and disposal of trash and garbage in the Township
of Darby, and

WHEREAS, the Contractor has agreed to collect the same in
the Township of Darby on a period of one (1) year from February
1, 1974, until January 31, 1975, inclusive, as well as disposing
of the same under specific terms and conditions,

NOW THEREFORE, the parties hereto, in consideration of the
mutual promises herein contained, and intending to be legally
bound, do hereby mutually covenant and agree as follows:

1. That the Contractor does hereby covenant and agree to
collect and dispose of all trash and garbage under the following
terms and conditions:

(a) Collections of trash and garbage shall be made over
the entire Township of Darby twice each week, and over
such routes that comply with a definite and fixed plan
and schedule of days and routes to be supplied to the

Contractor by the Board of Commissioners of said Township, or a committee of the same, duly appointed for that purpose.

(b) The contractor shall collect and dispose of all trash and garbage from all dwellings, churches and schools in the Township of Jersey.

(c) The contractor agrees that all collections of trash and garbage shall be made with a truck or trucks with water-tight or anti-leak body, and that no willful permits of garbage or leakage or refuse be left upon the street, and that the collection shall not start on any day earlier than 7:00 A.M., and shall conclude by 7:00 P.M.

(d) The contractor hereby authorizes the Township to deduct from monies due the contractor for the collection of refuse in violation of the contract, in case of a copy or offenses with the terms and conditions of the paragraph "Penalties and Liquidated Damages", appearing on page 4 of the introduction for document.

2. That the contractor agrees that all collections and the performance of this contract in every way will be in accordance with the laws and ordinances of said Township and Town of the introduction for reference, a copy of which is attached hereto, made a part hereof, and marked Exhibit "A", the three pages of which form a part of this document as if the same were

fully set forth herein.

3. Contractor agrees that all collections shall be made neatly and promptly and in a workmanlike manner; and the contractor agrees to adhere to and observe all regulations of the Department of Health of the Township, and all laws of the Commonwealth of Pennsylvania, and of the Board of Health of the Township, and all laws of the Commonwealth of Pennsylvania and of the United States, as well as all Ordinances or any other municipality through which trash or garbage collected under this contract may be transported.

4. No collections shall be made on Sundays or legal holidays; when the scheduled collection falls on a legal Holiday or Sunday, a collection shall be made on the following day, unless, in the case of a legal holiday, the next day is a Sunday, then the collection shall be made on Monday, or, if Monday be a holiday, then on Tuesday.

5. Contractor shall, as part of his contract, furnish disposal facilities for all trash and garbage collected. Contractor shall use the incinerator of the County of Delaware, under and subject, however, to all rules, regulations and requirements of said County of Delaware. In the event the aforesaid County incinerator is not available to Contractor for purposes of this contract, due to reasons beyond the control of the Contractor, Township shall locate for the Contractor a suitable disposal facility.

6. Contractor agrees to carry Workmen's compensation

Insurance covering all his employees engaged in the collection and disposal of trash or garbage in the Township, with a reputable insurance company, licensed to do business in the Commonwealth of Pennsylvania.

7. Contractor agrees to carry bonded and properly liability insurance with a reputable company licensed to do business in the Commonwealth of Pennsylvania, in an amount satisfactory to the Township, to cover any damages which may be incurred while collecting and disposing of said trash and garbage.

8. Contractor agrees to be responsible for any injury or damage to persons or property arising from any action whatsoever during the progress of the work, and he shall indemnify and save harmless the Township from all suits and actions, of every nature, character and description, brought for or on account of any injuries or damages received or sustained, or claimed to have been received or sustained by any person or persons by or from said Contractor's negligence or the negligence of his servants, agents or employees, by or in the consequence of any act or omission of the said Contractor's servants, agent or employees. Contractor agrees to immediately, upon the happening of any injury to persons or property, notify the secretary of the Township, in writing, of the circumstances thereof.

9. The contractor shall furnish to the Township Insurance Certificates, naming the Township as a beneficiary in all insurance policies mentioned or required in paragraphs 6, 7,

7, and the Township shall be given at least 10 days written notice before any cancellation of the same.

10. The Contractor agrees not to sublet the Contract or any part thereof without the permission of the Board of Commissioners of said Township expressed in writing; the fact that the Township might permit the Contractor to sublet the Contract or portion thereof will not relieve the Contractor of his surety on any bonds posted by the Contractor in connection with this Contract.

11. If the Contractor fails to commence work at the specified time, or fails to prosecute the work to the satisfaction of the Township, or attempts to transfer or assign this Contract or any interest thereunder without the written consent of the Township, or fails to perform any covenants of this contract, the Township may, on forty-eight (48) hours written notice, directed to the Contractor at ~~237 West Cooke Avenue,~~ *105 North Academy Ave* Glenolden, Pennsylvania, 19036, void and annul the Contract, and re-let the Contract or complete the work itself, charging any additional costs thereof against said Contractor and/or the Contractor's surety or sureties.

12. Contractor agrees that he will furnish to the Township a bond of a reputable bonding company, licensed to do business in the Commonwealth of Pennsylvania in the sum of One Hundred Fifty Thousand Dollars (\$150,000.00) conditioned for the faithful performance of this Contract. The Contractor agrees that the premium on the necessary insurance and bond,

as provided for in this contract, will be paid by Contractor.

13. Worker is agree to permit the contractor to collect the trash and garbage from the township, and dispose of the same under the terms of this agreement.

14. Township agrees to pay to contractor, during the term of this contract, the total sum of one hundred fifty thousand dollars (\$150,000) of lawful money of the United States or America, which sum is to be paid by the township to the contractor in accordance with the provisions set forth in the information for bidders. In the event any payment due under this Contract is not made within thirty (30) days after the same is due, and said payment is not due to any breach of this contract on the part of the contractor, then said payments shall bear interest at the rate of six percent (6%) per annum from the expiration of said thirty (30) day period.

15. The parties agree that the information for bidders, and the specifications attached thereto, are to be attached to this contract, and are to become a part thereof.

16. The contractor agrees that in hiring employees for the performance of work under this contract, or any sub-contractor hereunder, neither he nor any sub-contractor or any person acting on behalf of him or any sub-contractor, shall violate any laws or the township of early, Commonwealth of Pennsylvania, or the United States, relating to the employment and discrimination by virtue of race, creed, color, age, or national origin.

and shall not violate the provision of any contract between employer and any union.

17. The Contract price of One Hundred Fifty Thousand Dollars (\$150,000.00) specified herein is based upon dwelling units in the Township on February 1, 1974. Any increase in dwelling units which are subject to collection under this Contract shall result in an increase of the contract price which shall be determined as follows: each ten (10) additional units serviced under this Contract beyond those services on January 31, 1974, shall result in an increased Contract price proportionate to what the total Contract price bears to the total number of dwelling units serviced hereunder as of January 31, 1974.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written, and the Township has caused its common or corporate seal to be affixed.

TESTING OF COPY

Attest:

BY: John H. Gowan
President

W. H. H. H. H.
Secretary

Witness

EDWARD JAFFEY & SON

Edward L. Gentry, Jr. (L.S.)
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Edward Lafferty, Jr. (Initial)
Edward Lafferty, Jr.

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FOR INFO

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Contractor's e-mail
Contractor's website
Contractor's bank
Contractor's insurance
Contractor's references
Contractor's other information

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or in consequence of much economy

And so considered the Judge
 on Controversy and Party by

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 - oriented of the

of the party, on the ground of injury

such damage to the property of the Government as to require the payment of compensation.

of any circumstances
injury to the

the Office of the Comptroller

Should the work
be done by the
committee or the
committee?

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contract.
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surety of

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1

Alfred H.

OKAY



COUNTY OF DELAWARE
COURT HOUSE
MEDIA, PENNSYLVANIA 19063

891-2193
891-2810

FAITH RYAN WHITTLESEY
CHAIRMAN

CHARLES C. KEELER
VICE CHAIRMAN

WILLIAM A. SPINGLER

OFFICE OF SOLID WASTE DEPT.
GEORGE A. VARVOUTIS
MANAGER

7 September 1977

Joseph Gaul, Secretary
Darby Township
1063 Cedarwood Road
Glenolden, Penna. 19036

RE: Municipal Refuse
Collection Questionnaire

Dear Sir:

The Delaware County Solid Waste Department in a continual effort to provide up-to-date and effective service to all Municipalities, is requesting that you complete and return the enclosed questionnaire and supporting information.

It is also requested that you provide us with copies of your ordinances, rules, and/or regulations governing refuse collection within your Municipality and a copy of any current contracts with private refuse haulers serving your community.

We would appreciate your attention to this matter at your earliest convenience.

RECEIVED

SEP 8 1977

TOWNSHIP OF DARBY

Very truly yours,

George A. Varvoutis
Solid Waste Manager

97/mj
enc. (1)

cc: V. Passacio

TOWNSHIP OF DARBY

DELAWARE COUNTY, PENNSYLVANIA

ORDINANCE NO. 179

458-1975
1977 ?
AN ORDINANCE OF THE TOWNSHIP OF DARBY, DELAWARE COUNTY, PENNSYLVANIA, PROVIDING FOR THE IMPOSITION AND COLLECTION, BY THE TOWNSHIP, OF FEES FOR THE COLLECTION AND DISPOSAL OF TRASH AND GARBAGE, AND PROVIDING PENALTIES FOR VIOLATIONS OF THE ORDINANCE AND ANY REGULATIONS ENACTED PURSUANT THERETO.

The Board of Commissioners of the Township of Darby hereby ordains:

SECTION 1. DEFINITIONS

The following words, when used in this Ordinance, shall have the meanings ascribed them in this section, except in those instances where the context clearly indicates otherwise:

(a) "RESIDENCE BUILDING" -- shall mean any permanent structure or portion of any structure utilized as a residence by persons within the Township of Darby.

(b) "DWELLING UNIT" -- shall mean any permanent structure or portion of any permanent structure utilized as a residence by persons within the Township of Darby.

(c) "TRASH" -- shall mean any and all refuse except garbage and non-combustibles.

(d) "GARBAGE" -- shall mean all refuse of animal or vegetable matter which has been used as food for human consumption or was so intended to be used.

SECTION 11 - FEES

There is hereby imposed a fee for collection and disposal of trash and garbage as follows:

(a) Beginning with the calendar year 1974, and for each year thereafter, there is hereby imposed upon the owners of residence buildings to whom such service is available whether or not such owners choose to utilize such service, an annual charge for the collection of trash and garbage in the Township of Darby.

(b) The owner of record of any residence building as herein defined shall be charged the sum of Thirty Dollars (\$30.00) per calendar year for each dwelling unit contained in said residence building for the collection of trash and garbage from that residence building.

(c) All bills for the collection of trash and garbage under this Ordinance shall be forwarded to the owner of the property the subject of such trash and garbage collection service.

(d) All bills shall be forwarded on or before March 1st of each and every calendar year commencing with the year 1974.

(e) The face amount of all bills shall be payable by the property owner on or before the deadline stated on said bills, which said deadline shall not be less than thirty (30) days from the date of mailing said bill. If said bills are not paid by the stated deadline, they shall bear a penalty of five percent (5%) of the face amount of the bill per month, or any fraction thereof, until paid. Any and all bills which have not been paid within one (1) year from the date of mailing shall be certified to the Township Solicitor who may proceed to collect said charges, together with penalties and costs accrued thereon, and lawful interest, by action at law.

(f) The date of mailing shall be indicated on the face of all bills issued pursuant to this Ordinance, and shall be synonymous with the bill date.

SECTION 111 --COLLECTION

(a) The charges herein imposed shall be paid to the Township Treasurer upon whom is imposed the duty of collecting the charges imposed under this Ordinance.

(b) The Township Treasurer shall receive as compensation for services rendered in collecting the charges imposed under this Ordinance a sum equal to five percent (5%) of the charges collected by him.

(c) It shall be the Treasurer's duty to keep records showing the date of billing, the amount of charge, funds received by him in payment of charges and the date of their receipt.

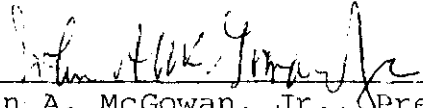
(d) The accounts of the Treasurer shall be subject to annual audit by the Township Controller upon whom is placed the duty of making such audit on or before March 1st of each year.

SECTION IV -- SEVERABILITY

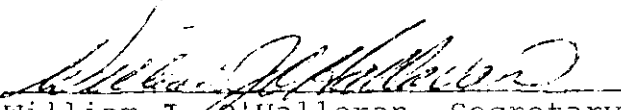
If any provisions, sentence, clause, section or part of this Ordinance is found to be unconstitutional, illegal or invalid, such finding shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts of this Ordinance.

ENACTED and ORDAINED this day of , 1974.

BOARD OF COMMISSIONERS
TOWNSHIP OF DARBY

BY: 
John A. McGowan, Jr., President

Attest:


William J. O'Halloran, Secretary

TOWNSHIP OF DARBY

DELAWARE COUNTY, PENNSYLVANIA

ORDINANCE NO. 141

AN ORDINANCE OF THE TOWNSHIP OF DARBY, DELAWARE COUNTY, PENNSYLVANIA, PROVIDING FOR THE IMPOSITION AND COLLECTION, BY THE TOWNSHIP, OF FEES FOR THE COLLECTION AND DISPOSAL OF TRASH AND GARBAGE, AND PROVIDING PENALTIES FOR VIOLATIONS OF THE ORDINANCE AND ANY REGULATIONS ENACTED PURSUANT THERETO.

The Board of Commissioners of the Township of Darby hereby ordains:

SECTION 1. DEFINITIONS

The following words, when used in this Ordinance, shall have the meanings ascribed them in this section, except in those instances where the context clearly indicates otherwise:

(a) "RESIDENCE BUILDING" -- shall mean any permanent structure or portion of any structure utilized as a residence by persons within the Township of Darby.

(b) "DWELLING UNIT" -- shall mean any permanent structure or portion of any permanent structure utilized as a residence by persons within the Township of Darby.

(c) "TRASH" -- shall mean any and all refuse except garbage and non-combustibles.

(d) "GARBAGE" -- shall mean all refuse of animal or vegetable matter which has been used as food for human consumption or was so intended to be used.

SECTION 11 - FEES

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(a) Beginning with the calendar year 1974, and for each year thereafter, there is hereby imposed upon the owners of residence buildings to whom such service is available whether or not such owners choose to utilize such service, an annual charge for the collection of trash and garbage in the Township of Darby.

(b) The owner of record of any residence building as herein defined shall be charged the sum of Thirty Dollars (\$30.00) per calendar year for each dwelling unit contained in said residence building for the collection of trash and garbage from that residence building.

(c) All bills for the collection of trash and garbage under this Ordinance shall be forwarded to the owner of the property the subject of such trash and garbage collection service.

(d) All bills shall be forwarded on or before March 1st of each and every calendar year commencing with the year 1974.

(e) The face amount of all bills shall be payable by the property owner on or before the deadline stated on said bills, which said deadline shall not be less than thirty (30) days from the date of mailing said bill. If said bills are not paid by the stated deadline, they shall bear a penalty of five percent (5%) of the face amount of the bill per month, or any fraction thereof, until paid. Any and all bills which have not been paid within one (1) year from the date of mailing shall be certified to the Township Solicitor who may proceed to collect said charges, together with penalties and costs accrued thereon, and lawful interest, by action at law.

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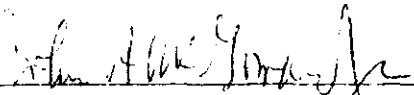
(d) The accounts of the Treasurer shall be subject to annual audit by the Township Controller upon whom is placed the duty of making such audit on or before March 1st of each year.

SECTION IV -- SEVERABILITY

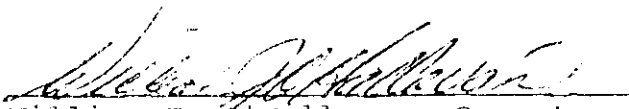
If any provisions, sentence, clause, section or part of this Ordinance is found to be unconstitutional, illegal or invalid, such finding shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts of this Ordinance.

ENACTED and ORDAINED this day of , 1974.

BOARD OF COMMISSIONERS
TOWNSHIP OF DARBY

BY: 
John A. McGowan, Jr., President

Attest:


William J. O'Halloran, Secretary

DELAWARE COUNTY
DEPARTMENT OF SOLID WASTE

SH OF
1 SEPTEMBER 1977

MUNICIPAL REFUSE COLLECTION QUESTIONNAIRE

MUNICIPALITY: Township of Darby CITY TWP XX BORO

REFUSE MUNICIPAL COLLECTION FLEET
BY: MUNICIPAL CONTRACT HAULER XXXXX
COLLECTED OWNER - OCCUPANT ARRANGEMENTS

MUNICIPAL DEPARTMENT NAME:

DEPT. HEAD: PHONE:

NUMBER OF TRUCKS IN FLEET:

MUNICIPAL CONTRACT HAULER: City Wide Service

ADDRESS: 83rd & Buist Avenue PHONE: LI 6-6722

Philadelphia, Pa. 19142 NO. OF TRUCKS:

TIME PERIOD FROM 2-1-77 CONTRACT NO.:
OF CONTRACT: TO 1-31-78

<u>COLLECTION SCHEDULE</u> DAY	<u>AREA LOCATION</u> SERVED	<u>TRUCK TRIPS</u> PER DAY
MONDAY <u> </u>	<u>Wards #1,2,4th and part of #3</u>	<u> </u>
TUESDAY <u> </u>	<u>Remainder of 3rd Ward & 5th</u>	<u> </u>
WEDNESDAY <u> </u>	<u> </u>	<u> </u>
THURSDAY <u> </u>	<u>Wards #1,2, 4th and part of #3</u>	<u> </u>
FRIDAY <u> </u>	<u>Remainder of 3rd Ward & 5th</u>	<u> </u>

COLLECTION CHARGES PER PICK UP

SINGLE FAMILY (CURB)
SINGLE FAMILY (REAR)
MULTI FAMILY UNIT
BUSINESS OR OTHER

MUNICIPAL REFUSE COLLECTION ORDINANCE

DATE OF ENACTMENT ? NUMBER ?

SPECIAL:

SIGNATURE

Secretary
TITLE

Sept. 1, 1977
DATE

* Please attach copy of Ordinance and Contract

Work copy

DELAWARE COUNTY
DEPARTMENT OF SOLID WASTE

SH OF
1 SEPTEMBER 1977

MUNICIPAL REFUSE COLLECTION QUESTIONNAIRE

MUNICIPALITY: Township of Darby CITY TWPXX BORO

REFUSE MUNICIPAL COLLECTION FLEET
BY: MUNICIPAL CONTRACT HAULER XXXXX
COLLECTED OWNER - OCCUPANT ARRANGEMENTS

MUNICIPAL DEPARTMENT NAME:

DEPT. HEAD: PHONE:

NUMBER OF TRUCKS IN FLEET:

MUNICIPAL CONTRACT HAULER: City Wide Service

ADDRESS: 83rd & Buist Avenue PHONE: LU 6-6722

Philadelphia, Pa. 19142 NO. OF TRUCKS:

TIME PERIOD FROM 2-1-77 CONTRACT NO.:
OF CONTRACT: TO 1-31-78

<u>COLLECTION SCHEDULE</u>	<u>AREA LOCATION</u>	<u>TRUCK TRIPS</u>
<u>DAY</u>	<u>SERVED</u>	<u>PER DAY</u>
MONDAY <u></u>	<u>Wards #1,2,4th and part of #3</u>	<u></u>
TUESDAY <u></u>	<u>Remainder of 3rd Ward & 5th</u>	<u></u>
WEDNESDAY <u></u>	<u></u>	<u></u>
THURSDAY <u></u>	<u>Wards #1,2, 4th and part of #3</u>	<u></u>
FRIDAY <u></u>	<u>Remainder of 3rd Ward & 5th</u>	<u></u>

COLLECTION CHARGES PER PICK UP

SINGLE FAMILY (CURB)
SINGLE FAMILY (REAR)
MULTI FAMILY UNIT
BUSINESS OR OTHER

MUNICIPAL REFUSE COLLECTION ORDINANCE

DATE OF ENACTMENT NUMBER

SPECIAL:

SECRETARY Sept., 1977
SIGNATURE TITLE DATE

* Please attach copy of Ordinance and Contract

TOWNSHIP OF DARBY
DELAWARE COUNTY, PA.
ORDINANCE NO. 458

AN ORDINANCE OF THE TOWNSHIP OF DARBY, DELAWARE COUNTY, PENNSYLVANIA, AMENDING ORDINANCE NO. 449, BY FIXING THE TRASH COLLECTION FEE FOR 1975 AT FORTY FIVE DOLLARS, PROVIDING FOR THE IMPOSITION AND COLLECTION, BY THE TOWNSHIP, OF FEES FOR THE COLLECTION AND DISPOSAL OF TRASH AND GARBAGE, AND PROVIDING PENALTIES FOR VIOLATIONS OF THE ORDINANCE AND ANY REGULATIONS ENACTED PURSUANT THERETO.

The Board of Commissioners of the Township of Darby hereby ordains:

Section 1. Section 11(a) of Ordinance No. 449 is amended to read as follows:

(a) Beginning with the calendar year 1975, and for each year thereafter, there is hereby imposed upon the owners of residence buildings to whom such service is available whether or not such owners choose to utilize such service, an annual charge for the collection of trash and garbage in the Township of Darby.

Section 2. Section 11(b) of Ordinance No. 449 is amended to read as follows:

(b) The owner of record of any residence building as herein defined shall be charged the sum of Forty-five (\$45.00) Dollars per calendar year for each dwelling unit contained in said residence building for the collection of trash and garbage from that residence building.

ENACTED and ORDAINED this day of DECEMBER, A.D., 1974.

THE TOWNSHIP OF DARBY

BY: Junius R. Harrison II
JUNIUS R. HARRISON, II, President

ATTEST:

William J. O'Halloran
William J. O'Halloran, Secretary

PROOF OF PUBLICATION

THE LEDGER

DARBY, PA.

State of Pennsylvania.
County of Delaware, ss:

**PUBLIC NOTICE
TOWNSHIP OF DARBY**

Delaware County, Pennsylvania

NOTICE is hereby given that the Board of Commissioners of the Township of Darby, Delaware County, Pennsylvania, have adopted a budget for 1977 at a special meeting December 29, 1976 at a special meeting of the Township Commissioners held in the Darby Township High School. The 1977 budget has been adopted with no increase in the millage, however, the fees for trash pick-up and sewer fees have been increased \$5.00 each due to cost increases in these instances.

Township Commissioners
Joseph M. Gaul
Secretary

Darby, Pa. _____ 1977

Before me, a Notary Public in and for the said County and State, personally appeared James W. Mac Neil, Jr. who deposes and says that he is Publisher of THE LEDGER, a weekly newspaper published in the Borough of Darby, County of Delaware, and State of Pennsylvania, and that the attached advertisement appeared in the issues of

And further, that The Ledger, aforesaid was established in 1927, and is a duly designated legal newspaper for Delaware County, Penna., and that the affiant is not interested in the subject matter of the aforesaid notice or advertisement and all the allegations in the foregoing statement as to the time, place and character of the publication are true.

born and subscribed to before

this 13th day of

1977

Notary Public.

James W. Mac Neil, Jr.

Publisher

PROOF OF PUBLICATION

THE LEDGER

DARBY, PA.

State of Pennsylvania,
County of Delaware, ss:

**PUBLIC NOTICE
TOWNSHIP OF DARBY**

Delaware County, Pennsylvania

NOTICE is hereby given that the Board of Commissioners of the Township of Darby, Delaware County, Pennsylvania, have adopted a budget for 1977 at a special meeting December 29, 1976 at a special meeting of the Township Commissioners held in the Darby Township High School. The 1977 budget has been adopted with no increase in the millage, however, the fees for trash pick-up and sewer fees have been increased \$5.00 each due to cost increases in these instances.

Township Commissioners
Joseph M. Gaul
Secretary

Darby, Pa. _____ 1977

1977

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Sworn and subscribed to before

me this 13th day of

1977

Notary Public.

James W. MacNeil, Jr.

Publisher

E. Walter Helm, Jr., Inc.

Standard Insurance Agency, Inc.

Insurance and Bonds

March 21, 1974

Peter J. Nolan, Esq.
29 E. 5th Street
Chester, Penna. 19013

Re: Darby Township =
Lafferty Trash Contract

Dear Mr. Nolan:

In accordance with your letter of March 20th, 1974,
we are enclosing another revised Certificate of Insurance for
the above assured.

We trust you will find this satisfactory.

Very truly yours,

E. WALTER HELM, JR., INC.



Bennet D. Kitts

BDK/dp
encl.



Co. Code **1** Hartford Fire Insurance Company
5 Hartford Accident and Indemnity Company
3 Hartford Casualty Insurance Company

Co. Code **6** New York Underwriters Insurance Company
7 Twin City Fire Insurance Company

(REVISED)

This is to certify that the company designated herein by Co. Code has issued to the named insured the policies enumerated below.

Co. Code

5

Named Insured and Address

**ESTATE OF EDWARD LAFFERTY & EDWARD LAFFERTY, JR.
T/A EDWARD LAFFERTY & SON
108 Academy Avenue
Glenolden, Darby Twp., Del.Co., Pa. 19036**

The policies indicated herein apply with respect to the hazards and for the coverages and limits of liability indicated by specific entry herein but this certificate of insurance does not amend, extend or otherwise alter the terms and conditions of the insurance coverage in the policies identified herein.

		Coverages and Limits of Liability							
		(SINGLE LIMIT)		(DUAL LIMITS)					
Hazards	Policy Number and Policy Term	Bodily Injury and Property Damage Liability		Bodily Injury Liability		Property Damage Liability			
		each occurrence	aggregate	each occurrence	aggregate	each occurrence	aggregate	each occurrence	aggregate
General Liability	39C-833815								
Premises-Operations	8/15/73-74	\$.000	\$.000	\$ 100 .000	XXXX	\$ 50 .000	\$ 50 .000		
Independent Contractors	"	\$.000	\$.000	\$ 100 .000	XXXX	\$ 50 .000	\$ 50 .000		
Completed Operations; Products	"	\$.000	\$.000	\$ 100 .000	300 .000	\$ 50 .000	\$ 50 .000		
Contractual (as described below)	"	\$.000	\$.000	\$ 100 .000	XXXX	\$ 50 .000	\$ 50 .000		
		Coverages and Limits of Liability							
		(SINGLE LIMIT)		(DUAL LIMITS)					
Hazards	Policy Number and Policy Term	Bodily Injury and Property Damage Liability		Bodily Injury Liability		Property Damage Liability			
		*each occurrence	aggregate	each person	*each occurrence	*each occurrence	aggregate	each occurrence	aggregate
Automobile Liability	39C-833815								
Owned Automobiles	8/15/73-74	\$.000	XXXX	\$ 100 .000	\$ 300 .000	\$ 50 .000	XXXX		
Hired Automobiles	"	\$.000	XXXX	\$ 100 .000	\$ 300 .000	\$ 50 .000	XXXX		
Non-Owned Automobiles	"	\$.000	XXXX	\$ 100 .000	\$ 300 .000	\$ 50 .000	XXXX		
Workmen's Compensation and Employers' Liability	39WH-207013 6/7/73-74			Compensation — Statutory					
				Employers' Liability		\$ 100 .000			
Umbrella Liability				\$.000,000					

*If with respect to **Automobile Liability** the Policy Number entered above includes the symbol GB, AZ, MVP, MAG or PGB, the word "occurrence" is amended to read "accident".

Location and description of operations, automobiles, contracts, etc. (For contracts, indicate type of agreement, party and date.)

**Trash contract for period from January 1st, 1974 to December 31st, 1974
Contract cost \$150,000.**

If policy is canceled, **10 days**
written notice will be given to:

**TOWNSHIP OF DARBY
301 W. Ashland Avenue
Glenolden, Pennsylvania 19036**

Date **3/21/74**

By **STANDARD INSURANCE AGENCY, INC.** Authorized Representative

LONG GROVE, ILLINOIS 60049

THIS CERTIFICATE IS ISSUED AT THE REQUEST OF:

┌
Township of Darby
603 W. Ashland Avenue
Glenolden, Pa. 19036
└

DATE 1-23-74

THE FOLLOWING INSURANCE POLICIES OF THE ABOVE INDICATED COMPANY HAVE BEEN ISSUED TO:

INSURED Estate of Edward Lafferty & Edward Lafferty, Jr. T/A Edward Lafferty
& Sons
ADDRESS 108 Academy Ave., Glenolden, Pa. 19036

INSURANCE IN FORCE	POLICY NUMBER	LIMITS	EXPIRATION DATE
WORKMENS COMPENSATION AND EMPLOYERS LIABILITY		STATUTORY	
BODILY INJURY LIABILITY			
PROPERTY DAMAGE LIABILITY			
Comprehensive Catastrophe Liability	3SX 015 634	See Below	6-22-76

LOCATION AND DESCRIPTION OF OPERATIONS

\$1,000,000. Bodily Injury or Property Damage combined each occurrence or in the aggregate where applicable, excess of the limits stated in the Schedule of Underlying Insurance on file with the Company or excess of a \$10,000. SIR where applicable.

Policy Period: 6-22-73 to 6-22-76

This certificate voids and replaces the previous certificate issued 1-4-74.

THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE AFFORDED BY THE ABOVE NUMBERED POLICY.

Robert T. Smith
REPRESENTATIVE

Kemper
INSURANCE

(REVISED)

This is to certify that the company designated herein by Co. Code has issued to the named insured the policies enumerated below.

Co. Code

5

Named Insured and Address

**ESTATE OF EDWARD LAFFERTY & EDWARD LAFFERTY, JR.
T/A EDWARD LAFFERTY & SON
108 Academy Avenue
Glenolden, Darby Twp., Del. Co., Pa. 19036**

The policies indicated herein apply with respect to the hazards and for the coverages and limits of liability indicated by specific entry herein but this certificate of insurance does not amend, extend or otherwise alter the terms and conditions of the insurance coverage in the policies identified herein.

Hazards	Policy Number and Policy Term	Coverages and Limits of Liability					
		(SINGLE LIMIT)		(DUAL LIMITS)			
		Bodily Injury and Property Damage Liability		Bodily Injury Liability		Property Damage Liability	
		each occurrence	aggregate	each occurrence	aggregate	each occurrence	aggregate
General Liability							
Premises-Operations		\$,000	\$,000	\$,000 XXXX		\$,000	\$,000
Independent Contractors		\$,000	\$,000	\$,000 XXXX		\$,000	\$,000
Completed Operations:							
Products		\$,000	\$,000	\$,000	\$,000	\$,000	\$,000
Contractual (as described below)		\$,000	\$,000	\$,000 XXXX		\$,000	\$,000

Hazards	Policy Number and Policy Term	Coverages and Limits of Liability					
		(SINGLE LIMIT)		(DUAL LIMITS)			
		Bodily Injury and Property Damage Liability		Bodily Injury Liability		Property Damage Liability	
		each occurrence	aggregate	each person	each occurrence	each occurrence	aggregate
Automobile Liability							
Owned Automobiles	39C-833815	\$,000	XXXX	\$ 100 ,000	\$ 300 ,000	\$ 50 ,000	XXXX
Hired Automobiles	8/15/73-74	\$,000	XXXX	\$ 100 ,000	\$ 300 ,000	\$ 50 ,000	XXXX
	"	\$,000	XXXX	\$ 100 ,000	\$ 300 ,000	\$ 50 ,000	XXXX
Non-Owned Automobiles	"	\$,000	XXXX	\$ 100 ,000	\$ 300 ,000	\$ 50 ,000	XXXX
Workmen's Compensation and Employers' Liability	39WH-207013			Compensation -- Statutory			
	6/7/73-74			Employers' Liability		\$ 100 ,000	
Umbrella Liability				\$,000,000			

*If with respect to **Automobile Liability** the Policy Number entered above includes the symbol GB, AZ, MVP, MAG or PGB, the word "occurrence" is amended to read "accident".

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**Trash contract for period from January 1st, 1974 to December 31st, 1974
Contract cost \$150,000.**

If policy is canceled, **10 days** written notice will be given to:

**TOWNSHIP OF DARBY
301 W. Ashland Avenue
Glenolden, Pennsylvania 19036**

PROOF OF PUBLICATION

THE LEDGER

DARBY, PA.

State of Pennsylvania,
County of Delaware, ss:

**PROPOSAL
TOWNSHIP OF DARBY
Delaware County, Pennsylvania**

Sealed Proposals will be received by the Board of Commissioners for Darby Township, Del.

Co., Pa., until 8:00 p.m. (EST) Wednesday January 9, 1974 at the regular meeting of the Board of Commissioner in the Thomas V. Studevan Elementary School, Hook Road at Sharon Avenue, Darby Township, and at which time and place all bids received will be publicly opened and read aloud for the combination collection of trash and garbage. The terms of the contract will be for one (1) or two (2) years. Information for bidders and specification sheets can be obtained by calling the office of the secretary, LU 6-1514, during regular business hours from 9 a.m. to 5 p.m. Monday through Friday.

All bids shall be contained in a sealed envelope plainly marked "Bid for Collection of Trash and Garbage."

A certified check or bid bond in the amount of 10% of the total bid price, payable to the Township of Darby, must accompany each proposal.

Address all bids to the Board of Commissioners for Darby Township, in care of Mr. Louis H. Camagna, Jr., Secretary, Darby Township Administration Building, 603 West Ashland Avenue, Glenolden, P.O., Pa., 19036, and mark on the outside of the sealed envelope "Proposals for Trash Collection."

Bids will be received between 9:00 a.m. and 5:00 p.m. at the Administration Building.

The Commissioners for Darby Township reserve the right to accept any bid, or parts thereof, and to reject either the whole or part of any bid, or to reject all bids, and to waive any inform-

Darby, Pa. *Jan 9*

1974

Before me, a Notary Public in and for the said County and State, personally appeared *James M. [unclear]* who deposes and says that he is *secretary* of THE LEDGER, a weekly newspaper published in the Borough of Darby, County of Delaware, and State of Pennsylvania, and that the attached advertisement appeared in the issues of

Dec 13 - Dec 20 - Dec 27 - 1973
Jan 4 - 1974

And further, that The Ledger, aforesaid was established in 1927, and is a duly designated legal newspaper for Delaware County, Penna., and that the affiant is not interested in the subject matter of the aforesaid notice or advertisement and all the allegations in the foregoing statement as to the time, place and character of the publication are true.

James M. [unclear]

6-21, (977)

PROOF OF PUBLICATION

THE LEDGER

DARBY, PA.

State of Pennsylvania.

County of Delaware, ss:

PROPOSAL

TOWNSHIP OF DARBY

Delaware County, Pennsylvania

Sealed Proposals will be received by the Board of Commissioners for Darby Township, Pa.

Co., Pa., until 8:00 p.m. (EST) Wednesday January 9, 1974 at the regular meeting of the Board of Commissioner in the Thomas V. Studevan Elementary School, Hook Road at Sharon Avenue, Darby Township, and at which time and place all bids received will be publicly opened and read aloud for the combination collection of trash and garbage. The terms of the contract will be for one (1) or two (2) years. Information for bidders and specification sheets can be obtained by calling the office of the secretary, LU 6-1514, during regular business hours from 9 a.m. to 5 p.m. Monday through Friday.

All bids shall be contained in a sealed envelope plainly marked "Bid for Collection of Trash and Garbage."

A certified check or bid bond in the amount of 10% of the total bid price, payable to the Township of Darby, must accompany each proposal.

Address all bids to the Board of Commissioners for Darby Township, in care of Mr. Louis H. Camagna, Jr., Secretary, Dar-

by Township Administration Building, 603 West Ashland Avenue, Glenolden, P.O., Pa., 19036, and mark on the outside of the sealed envelope "Proposals for Trash Collection."

Bids will be received between 9:00 a.m. and 5:00 p.m. at the Administration Building.

The Commissioners for Darby Township reserve the right to accept any bid, or parts thereof, and to reject either the whole or part of any bid, or to reject all bids, and to waive any informalities in the bids, as they deem for the best interest of the Township.

Darby, Pa. Jan 9

1974

Before me, a Notary Public in and for the said County and State, personally appeared James M. Miller who deposes and says that he is Publisher of THE LEDGER, a weekly newspaper published in the Borough of Darby, County of Delaware, and State of Pennsylvania, and that the attached advertisement appeared in the issues of

Dec 13 - Dec 20 - Dec 27 - 1973

Jan 4, 1974

And further, that The Ledger, aforesaid was established in 1927, and is a duly designated legal newspaper for Delaware County, Penna., and that the affiant is not interested in the subject matter of the aforesaid notice or advertisement and all the allegations in the foregoing statement as to the time, place and character of the publication are true.

James M. Miller

ore

of

974

blie.

Jan 2, 1974

PROOF OF PUBLICATION

THE LEDGER

DARBY, PA.

State of Pennsylvania,
County of Delaware, ss:

**PROPOSAL
TOWNSHIP OF DARBY
Delaware County, Pennsylvania**
Sealed Proposals will be received by the Board of Commissioners for Darby Township

until Wednesday, January 9, 1974, at the regular meeting of the Board of Commissioners for Darby Township, at the Hook Road at Sharon A. Darby Township, and at which time and place all bids received will be publicly opened and read aloud for the combination collection of trash and garbage. The terms of the combination will be for one (1) or two (2) years. Information for bidders and specification sheets can be obtained by calling the office of the secretary, LU 6-1514, during regular business hours from 9 a.m. to 5 p.m. Monday through Friday.

All bids shall be contained in a sealed envelope plainly marked "Bid for Collection of Trash and Garbage."
A certified check or bid bond in the amount of 10% of the total bid price, payable to the Township of Darby, must accompany each proposal.
Address all bids to the Board of Commissioners for Darby Township, in care of Mr. Louis H. Camagna, Jr., Secretary, Darby Township Administration Building, 603 West Ashland Avenue, Glenolden, P.O., Pa., 19036.
Bids will be received between 9:00 a.m. and 5:00 p.m. at the Administration Building.

The Commissioners for Darby Township reserve the right to accept any bid, or parts thereof, and to reject either the whole or part of any bid, or to waive any irregularities in the bids, as they deem for the best interest of the Township.

By order of the Board of Commissioners.
Louis H. Camagna, Jr.
Secretary
Darby Township

Darby, Pa. Jan 9

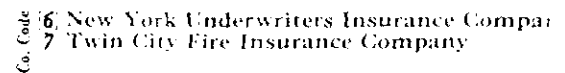
Before me, a Notary Public in and for the said County and State, personally appeared

James M. Edgar, a weekly newspaper published in the Borough of Delaware, and State of Pennsylvania, and that he is the owner and publisher of the same.

20 - Dec 27 - 1973
1974

Sworn and subscribed to before me this 9th day of January, 1974

[Signature]
Notary Public.
my comm 24 Feb 74, 1977



Named In: and Address:

19036

		Coverages and Limits of Liability							
		(SINGLE LIMIT)			(DUAL LIMITS)				
Hazards	Policy Number and Policy Term	Bodily Injury and Property Damage Liability		Bodily Injury Liability		Property Damage Liability			
		each occurrence	aggregate	each person	each occurrence	each occurrence	aggregate		
Automobile Liability	39C-833815								
Owned Automobiles	8/15/73-74	\$,000	XXXX	\$ 100 ,000	\$ 300 ,000	\$ 50 ,000	XXXX		
Hired Automobiles	"	\$,000	XXXX	\$ 100 ,000	\$ 300 ,000	\$ 50 ,000	XXXX		
Non-Owned Automobiles	"	\$,000	XXXX	\$ 100 ,000	\$ 300 ,000	\$ 50 ,000	XXXX		
Workmen's Compensation and Employers' Liability	39WH207013 6/7/73-74			Compensation - Statutory					
				Employers' Liability		\$ 100 ,000			
Umbrella Liability				\$,000,000					

on and description of operations, automobiles, contracts, etc. For contracts, indicate type of agreement, party and

TOWNSHIP OF DARBY
301 W. ASHLAND AVENUE
GLENOLDEN, PENNSYLVANIA 19036

1777

The Contractor shall do all the work and shall supply all labor and material, services, plant and equipment for the collection, removal and disposal of Trash and Garbage from the Township of Darby, County of Delaware, Pennsylvania.

1. DEFINITION OF GARBAGE: The term "garbage" wherever it appears in these specifications or in the advertisement, in the information for Bidders, in the Proposal in the Contract, or in the Bonds means all refuse of animal or vegetable matter which has been used for food for men or was intended to be so used.

11. DEFINITION OF TRASH: The term "Trash" wherever it occurs in these specifications in the advertisement, in the Information for Bidders, in the Proposal, in the Contract or in the Bonds or in any other paper in connection herewith means any and all things whatsoever excepting garbage and non-combustibles.

111. NONCOMBUSTIBLES: Contractor is not obligated to pick up non-combustibles.

IV. LAWS AND ORDINANCES: All regulations of the Department of Health of the Commonwealth of Pennsylvania and the Local Board of Health, and all laws of the Commonwealth of Pennsylvania and the United States, and all Ordinances of the Township and those of any other Municipality through which Trash and Garbage collected under the Contract may be transported must be strictly adhered to by the Contractor.

The Contractor shall keep a daily record of the number of loads collected and shall make a report of the collection in such form and in such manner and at such times as may be prescribed by the Township or a committee thereof appointed for the purpose. Contractor shall also furnish such additional information in writing in reference to the conduct of the work as may be required from time to time by the Township. If such report and information is not supplied within one (1) week from the date of the request, the Township may, in its discretion, retain such money as may be due said Contractor until the required information shall have been supplied.

INSPECTION OF PREMISES: The properly authorized officers, officials or employees of the Township shall have the right of free and unobstructed access to the disposal site, buildings and premises used in connection with the collection and disposal of Trash and Garbage, at any and all times during the term of the Contract for the purpose of inspection.

EQUIPMENT: Bidders quoting price on Collection should have two (2) Packer Type Disposal Trucks plus one (1) open truck, metal body.

DAYS OF COLLECTION: The days of collection shall be definite and fixed after consultation with the Township of Darby Commission or a Committee thereof. No collection shall be made on Sundays or Legal Holidays; when a scheduled collection falls on a Sunday or a Legal Holiday, the collection shall be made on the following day.

TIME OF COLLECTION: All collections shall be made between the hours of 7:00 o'clock A.M. and 7:00 o'clock P.M.

FREQUENCY OF COLLECTION:

GARBAGE: Collections shall be made twice a week for the entire year during the term of Contract.

TRASH: Collections shall be made twice each week during the term of the Contract.

PAYMENT TO CONTRACTOR: Payments shall be made monthly to the Contractors or within a reasonable time after the regular meeting of the governing body of the Township less any deductions.

~~DEDUCTIONS - LIQUIDATED DAMAGES~~ It is agreed that the question of deductions from moneys due the Contractor under the provisions of his Contract will be as stated below, and that the decision of the Township as to deductions will be final and conclusive. It is agreed that the Township has the right and is hereby authorized to deduct, and will deduct, from the payment due the contractor the following amounts for each offense or violation:

For Failure to remove Garbage and /or Trash.

50 Cents for each day for each house, etc. not collected.

For carelessness in removing Garbage and/or Trash.

Two dollars for each separate offense.

For overloading or not covering Garbage vehicle or using leaky vehicles

Fifty Dollars for each day.

For overloading or spilling Garbage and/or Trash on Streets.

Fifty Dollars for each day.

For failure to submit reports.

Ten Dollars for each failure.

RESPONSIBILITY FOR DAMAGE TO PERSONS OR PROPERTY:

The Contractor will be responsible for any injury or damage to persons or property from any cause whatsoever during the progress of the work, and he shall indemnify and save harmless the Municipality from all suits or action of every nature, character and description brought for or on account of any injuries or damage received or sustained, or claimed to have been received or sustained by any person or persons, by or from said Contractor's negligence or the negligence of his servants, agents or employees, or by or in consequence of any act or omission of the said Contractor, his agents or employees. And so much money due the said Contractor under and by virtue of the Contract as shall be considered necessary by the Municipality will be retained until all claims shall have been settled and judgement satisfied. In case any injury or damage is done to public or private property by or because of the work or in consequence of any act or omission on the part of the Contractor, his agents or employees, the Contractor shall, at his own expense, restore such property to a condition similar or equal to that existing before such damage or injury was done. During this time the Municipality may withhold any money due or becoming due said Contractor. The Contractor shall immediately upon the happening of any injury to persons or property notify the Secretary of the Township in writing of the circumstances thereof.

Should the Contractor fail to commence work at the specified time, or fail to prosecute the work to the satisfaction of the Township or attempt to transfer or assign his Contract or any interest therein without the written consent of the Township, or fail to perform any of the covenants of the Contract, the Township may, with forty-eight (48) hours notice in writing directed to the Contractor at the address given on the bidding sheet annul the Contract and re-let the Contract or complete the work itself, charging any additional cost thereof against the said Contractor and/or Contractor's Surety or Sureties.

Louis H. Camagna, Jr.
[REDACTED], Secretary
Board of Commissioners
Township of Darby

Certificate of Insurance



**UMBRELLA MUTUAL
CASUALTY COMPANY**



**AMERICAN MOTORISTS
INSURANCE COMPANY**



**AMERICAN MANUFACTURERS
MUTUAL INSURANCE COMPANY**



**FEDERAL MUTUAL
INSURANCE COMPANY**

THIS CERTIFICATE IS ISSUED AT THE REQUEST OF:

**TOWNSHIP OF DARBY
361 W. ASHLAND AVENUE
GLENOLDEN, PENNSYLVANIA 19036**

DATE ISSUED: **JANUARY 4, 1974**

THE POLICIES INDICATED BELOW BY POLICY NUMBER, POLICY PERIOD AND LIMITS OF LIABILITY HAVE BEEN ISSUED TO:

INSURED'S NAME AND ADDRESS ESTATE OF EDWARD LAFFERTY & EDWARD LAFFERTY, JR. T/A EDWARD LAFFERTY & SON 108 ACADEMY AVENUE GLENOLDEN, PENNSYLVANIA 19036																															
POLICY FORM	POLICY NUMBER	POLICY PERIOD (MO.-DAY-YEAR)	COVERAGES AND LIMITS OF LIABILITY																												
Workmen's Compensation and Employers' Liability		From To	Workmen's Compensation—Workmen's Compensation Law of Employers' Liability—\$																												
Combination Automobile—General Liability		From To	For each Coverage Parts as are indicated below by "X" and for the Limits of Liability stated opposite thereto.																												
COVERAGE PARTS <input type="checkbox"/> — Comprehensive Automobile Liability Insurance <input type="checkbox"/> — Garage Insurance <input type="checkbox"/> — Hazard 1 <input type="checkbox"/> — Hazard 2 <input type="checkbox"/> — Garagekeepers' Legal Liability <input type="checkbox"/> — Comprehensive General Liability Insurance <input type="checkbox"/> — Owners', Landlords' and Tenants' Liability Insurance <input type="checkbox"/> — Manufacturers' and Contractors' Liability Insurance <input type="checkbox"/> — Completed Operations and Products Liability Insurance <input type="checkbox"/> — Contractual Liability Insurance (Designated Contracts Only) <input type="checkbox"/> — Independent Contractors Liability Insurance <input type="checkbox"/> — Other Coverage Parts:		BODILY INJURY LIABILITY <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 33%;">each person</th> <th style="width: 33%;">each occurrence</th> <th style="width: 34%;">aggregate</th> </tr> <tr> <td>\$ _____</td> <td>\$ _____</td> <td></td> </tr> <tr> <td>\$ _____</td> <td>\$ _____</td> <td></td> </tr> <tr> <td>\$ _____</td> <td>\$ _____</td> <td>\$ _____</td> </tr> <tr> <td>\$ _____</td> <td>\$ _____</td> <td>\$ _____</td> </tr> <tr> <td>\$ _____</td> <td>\$ _____</td> <td>\$ _____</td> </tr> <tr> <td>\$ _____</td> <td>\$ _____</td> <td>\$ _____</td> </tr> <tr> <td>\$ _____</td> <td>\$ _____</td> <td>\$ _____</td> </tr> <tr> <td>\$ _____</td> <td>\$ _____</td> <td>\$ _____</td> </tr> </table>			each person	each occurrence	aggregate	\$ _____	\$ _____		\$ _____	\$ _____		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
each person	each occurrence	aggregate																													
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\$ _____	\$ _____	\$ _____																													
X - UMBRELLA LIABILITY 3SE015634 6/22/73-76		\$1,000,000.00																													
DESCRIPTION OF OPERATIONS AND LOCATION TO WHICH CERTIFICATE APPLIES <div style="height: 40px; border: 1px solid black;"></div>																															
SPECIAL PROVISIONS <div style="height: 100px; border: 1px solid black;"></div>																															

This certificate of insurance neither affirmatively nor negatively amends, extends or alters the coverage afforded by the above numbered policy.

WRM/mal
 Issued at **MEDIA, PENNSYLVANIA 19063**

E. WALTER HELM, JR., INC.

AUTHORIZED REPRESENTATIVE

Kemper
INSURANCE

BID PROPOSAL FOR THE COLLECTION,
REMOVAL AND DISPOSAL OF TRASH AND GARBAGE.

JOSPEH M. GAUL, Secretary
Township of Darby
1063 Cedarwood Road
Glenolden P.O., Pa. 19036

Gentlemen:

The undersigned having examined all copies of the "Information for Bidders", Re: Trash and Garbage Township of Darby, hereto attached, proposes and agrees to collect, remove and dispose of all trash and garbage from the Township of Darby, Delaware County, Pa., and to perform all services and work incidental thereto in accordance with the information for bidders and specifications attached hereto for a period of:

Attest:

COMPANY: _____

Authorized Signature: _____

TITLE: _____

DATE: _____

Note: If the Bidder is partnership, the bid must be executed in the partnership name and signed by all the partners. If a Corporation bid must be signed by the President or Vice President of the Corporation and attested by the Secretary and the Seal of the Corporation affixed.

BID PROPOSAL FOR THE COLLECTION,
REMOVAL AND DISPOSAL OF TRASH AND GARBAGE.

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REMOVAL AND DISPOSAL OF TRASH AND GARBAGE.

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1063 Cedarwood Road
Glenolden P.O., Pa. 19036

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Authorized Signature: _____

TITLE: _____

DATE: _____

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BID PROPOSAL FOR THE COLLECTION,
REMOVAL AND DISPOSAL OF TRASH AND GARBAGE.

JOSPEH M. GAUL, Secretary
Township of Darby
1063 Cedarwood Road
Glenolden P.O., Pa. 19036

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TITLE:_____

DATE:_____

Note: If the Bidder is partnership, the bid must be executed in the partnership name and signed by all the partners. If a Corporation bid must be signed by the President or Vice President of the Corporation and attested by the Secretary and the Seal of the Corporation affixed.

No subletting of the contract, or any part thereof, will be permitted except with the approval of the Township Commissioners expressed in writing. No subletting will relieve the contractor of the surety or the bonds of any responsibility.

No bidder may withdraw his bid for a period of thirty (30) days after the opening thereof.

Every bid must be accompanied by a certified check, bank cashier's check or bank treasurer's check, in the amount of one thousand (\$1,000.00) dollars to the order of the Township of Darby, which will be retained by the Township as liquidated damages if the successful bidder fails to execute the contract and supply the bonds and insurance certificates as required, and to meet all the conditions. Checks of unsuccessful bidders will be returned as soon as possible, following the award of said contract.

No subletting of the contract, or any part thereof, will be permitted except with the approval of the Township Commissioners expressed in writing. No subletting will relieve the contractor of the surety or the bonds of any responsibility.

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SPECIFICATIONS FOR NON-COMBUSTIBLES

Follow same specifications as reflected in bids for trash and garbage except for following:

Frequency of collection:

Non-Combustibles collections shall be made once a week or once a month whichever frequency was accepted from bids by the Darby Township Board of Commissioners.

Deductions: Liquidated damages shall be the same as reflected for trash and garbage.

All other specifications shall be the same as reflected on specifications for trash and garbage.

Joseph M. Gaul, Secretary
Township of Darby

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Joseph M. Gaul, Secretary
Township of Darby

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All other specifications shall be the same as reflected on specifications for trash and garbage.

Joseph M. Gaul, Secretary
Township of Darby

1

BID REQUEST FOR THE CONSTRUCTION OF A
AND HIGHWAY IMPROVEMENT PROJECT

William J. O'Halloran, Secretary
Township of Darby
1063 Cedarwood Road
Glenolden, Pa. 19036

Gentlemen:

The undersigned having examined all copies of the Bid Form, Contract for the
Re: Trash and Garbage Township of Darby, Pa. to be constructed, prepared and
to collect, remove and dispose of all trash and garbage from the Township of
Delaware County, Pa. and to perform all other duties and obligations in
accordance with the Information for Bidders and Specifications attached hereto, they
a period of;

One (1) year, from February 1, 1970, to January 31, 1971, for the
price of or sum of
payable in equal monthly installments, or by a lump sum, of \$
or \$

Two (2) years from February 1, 1970, to January 31, 1972, for the
price or sum of
payable in equal monthly installments, or by a lump sum, of \$
or \$

Date:

Note: If the Bidder is part owner, the Bidder must submit a check for the
amount and sign of the President of the Township of Darby, Pa. and
by the President of the Township of Darby, Pa. and the Secretary and the
Secretary and the President of the Township of Darby, Pa.

RE: TRASH AND GARBAGE

TOWNSHIP OF DARBY

The Contract to be awarded is for the collection, removal and disposal of trash and garbage from all ~~dwellings, churches, and schools~~ in the Township of Darby, Delaware County, Pennsylvania.

Scaled bids or proposal for performing the work specified will be received by ~~Louis H. Camagna, Jr.~~, Secretary of the Township of Darby, until eight o'clock P.M. E.D.S.T. Wednesday ~~December 5, 1973~~.
12/10/73

Bids must be sealed and plainly marked on the envelope "Bid for Collection of Trash and Garbage."

All bids must be on the blank form or proposal attached hereto and should give prices both in writing and in figures, and must be signed by the Bidder in accordance with the directions in the form for bid.

Bids will be publicly opened and read at the meeting of the Township Commissioners to be held on the 5th day of December A.D. 1973, at 8:00 P.M., E.D.S.T., and ~~award the Contract~~, if awarded, will be made by the Commissioners as soon thereafter as practicable. All bidders are requested to be present, must have their equipment in operation and be ready to furnish proof thereof.

Right is reserved to reject any and all bids for any reason or reasons whatsoever. If awarded, the terms of the Contract will be for either a period of one (1) year from February 1, 1974 to January 31, 1975 inclusive, or for a period of two (2) years from February 1, 1974 to January 31, 1976 inclusive, whichever period is deemed by the Commissioners to be for the best interest of the Township.

Bonds in the sum of 100% of the Contract price, for the faithful performance of the Contract and for the protection of Labor and Material men are required. These bonds must be in a form satisfactory to the Township Solicitor, and the surety must be approved by the Township Solicitor.

The successful bidder must file certificates showing coverage of Workmen's Compensation Insurance and Public Liability and Property damage in the amount of at least \$50,000/100,000 - \$10,000.

All bonds and certificates must be received and approved prior to the commencement of the work, and renewals at least ten (10) days prior to the expiration of current policies.

No subletting of the Contract, or any part thereof, will be permitted except with the approval of the Township Commissioners expressed in writing. No subletting will relieve the Contractor of the Surety or the bonds of any responsibility.

No Bidder may withdraw his bid for a period of thirty (30) days after the opening thereof.

Every bid must be accompanied by a ~~certified~~ check, bank cashier's check or bank treasurers check, in the amount of ~~One hundred (\$100.00)~~ Dollars, to the order of the Township of Darby, which will be retained by the Township as liquidated damages if the successful bidder fails to execute the Contract and supply the bonds and insurance certificates as required, and to meet all the conditions. Checks of unsuccessful bidders will be returned as soon as possible, following the award of said Contract.

The Contractor shall do all the work and shall supply all labor and material, services, plant and equipment for the collection, removal and disposal of Trash and Garbage from the Township of Darby, County of Delaware, Pennsylvania.

1. DEFINITION OF GARBAGE: The term "garbage" wherever it appears in these specifications or in the advertisement, in the information for Bidders, in the Proposal in the Contract, or in the Bonds means all refuse of animal or vegetable matter which has been used for food for men or was intended to be so used.

11. DEFINITION OF TRASH: The term "Trash" wherever it occurs in these specification in the advertisement, in the Information for Bidders, in the Proposal, in the Contract or in the Bonds or in any other paper in connection herewith means any and all things whatsoever excepting garbage and non-combustibles.

111. NONCOMBUSTIBLES: Contractor is not obligated to pick up non-combustibles.

IV. LAWS AND ORDINANCES: All regulations of the Department of Health of the Commonwealth of Pennsylvania and the Local Board of Health, and all laws of the Commonwealth of Pennsylvania and the United States, and all Ordinances of the Township and those of any other Municipality through which Trash And Garbage collected under the Contract may be transported must be strictly adhered to by the Contractor.

The Contractor shall keep a daily record of the number of loads collected and shall make a report of the collection in such form and in such manner and at such times as may be prescribed by the Township or a committee thereof appointed for the purpose. Contractor shall also furnish such additional information in writing in reference to the conduct of the work as may be required from time to time by the Township. If such report and information is not supplied within one (1) week from the date of the request, the Township may, in its discretion, retain such money as may be due said Contractor until the required information shall have been supplied.

INSPECTION OF PREMISES: The properly authorized officers, officials or employees of the Township shall have the right of free and unobstructed access to the disposal site, buildings and premises used in connection with the collection and disposal of Trash and Garbage, at any and all times during the term of the Contract for the purpose of inspection.

EQUIPMENT: Bidders quoting price on Collection should have two (2) Packer Type Disposal Trucks plus one (1) open truck, metal body.

DAYS OF COLLECTION: The days of collection shall be definite and fixed after consultation with the Township of Darby Commission or a Committee thereof. No collection shall be made on Sundays or Legal Holidays; when a scheduled collection falls on a Sunday or a Legal Holiday, the collection shall be made on the following day.

In the event that two collections are not made in a given ward in a given week
TIME OF COLLECTION: All collections shall be made between the hours of 7:00 o'clock A.M. and 7:00 o'clock P.M.

The provisions of Deductions shall apply.

FREQUENCY OF COLLECTION:

GARBAGE: Collections shall be made twice a week for the entire year during the term of Contract.

TRASH: Collections shall be made twice each week during the term of the Contract

PAYMENT TO CONTRACTOR: Payments shall be made monthly to the Contractors or within a reasonable time after the regular meeting of the governing body of the Township less any deductions.

The Contractor shall do all the work and shall supply all labor and material, services, plant and equipment for the collection, removal and disposal of Trash and Garbage from the Township of Darby, County of Delaware, Pennsylvania.

1. DEFINITION OF GARBAGE: The term "garbage" wherever it appears in these specifications or in the advertisement, in the information for Bidders, in the Proposal, in the Contract, or in the Bonds means all refuse of animal or vegetable matter which has been used for food for men or was intended to be so used.

II. DEFINITION OF TRASH: The term "Trash" wherever it occurs in these specification in the advertisement, in the Information for Bidders, in the Proposal, in the Contract or in the Bonds or in any other paper in connection herewith means any and all things whatsoever excepting garbage and non-combustibles.

III. NONCOMBUSTIBLES: Contractor is not obligated to pick up non-combustibles.

IV. LAWS AND ORDINANCES: All regulations of the Department of Health of the Commonwealth of Pennsylvania and the Local Board of Health, and all laws of the Commonwealth of Pennsylvania and the United States, and all Ordinances of the Township and those of any other Municipality through which Trash and Garbage collected under the Contract may be transported must be strictly adhered to by the Contractor.

The Contractor shall keep a daily record of the number of loads collected and shall make a report of the collection in such form and in such manner and at such times as may be prescribed by the Township or a committee thereof appointed for the purpose. Contractor shall also furnish such additional information in writing in reference to the conduct of the work as may be required from time to time by the Township. If such report and information is not supplied within one (1) week from the date of the request, the Township may, in its discretion, retain such money as may be due said Contractor until the required information shall have been supplied.

INSPECTION OF PREMISES: The properly authorized officers, officials or employees of the Township shall have the right of free and unobstructed access to the disposal site, buildings and premises used in connection with the collection and disposal of Trash and Garbage, at any and all times during the term of the Contract for the purpose of inspection.

EQUIPMENT: Bidders quoting price on Collection should have two (2) Packer Type Disposal Trucks plus one (1) open truck, metal body.

DAYS OF COLLECTION: The days of collection shall be definite and fixed after consultation with the Township of Darby Commission or a Committee thereof. No collection shall be made on Sundays or Legal Holidays; when a scheduled collection falls on a Sunday or a Legal Holiday, the collection shall be made on the following day.

In the event that two collections are not made in a given ward in a given week
TIME OF COLLECTION: All collections shall be made between the hours of 7:00 o'clock A.M. and 7:00 o'clock P.M.

The provisions of Deductions shall apply.

FREQUENCY OF COLLECTION:

GARBAGE: Collections shall be made twice a week for the entire year during the term of Contract.

TRASH: Collections shall be made twice each week during the term of the Contract

PAYMENT TO CONTRACTOR: Payments shall be made monthly to the Contractors or within a reasonable time after the regular meeting of the governing body of the Township less any deductions.

RE: TRASH AND GARBAGE

TOWNSHIP OF DARBY

The Contract to be awarded is for the collection, removal and disposal of trash and garbage from all ~~residences, churches, and schools~~ ^{residences, churches, and schools} in the Township of Darby, Delaware County, Pennsylvania.

Sealed bids or proposal for performing the work specified will be received by ~~Louis H. Camagna, Jr.~~ ^{Louis H. Camagna, Jr.}, Secretary of the Township of Darby, until eight o'clock P.M. E.D.S.T. Wednesday-December 5, 1973.

Bids must be sealed and plainly marked on the envelope "Bid for Collection of Trash and Garbage."

All bids must be on the blank form or proposal attached hereto and should give prices both in writing and in figures, and must be signed by the Bidder in accordance with the directions in the form for bid.

Bids will be publicly opened and read at the meeting of the Township Commissioners to be held on the 5th day of December A.D. 1973, at 8:00 P.M., E.D.S.T., and award the Contract if awarded, will be made by the Commissioners as soon thereafter as practicable. All bidders are requested to be present, must have their equipment in operation and be ready to furnish proof thereof.

Right is reserved to reject any and all bids for any reason or reasons whatsoever. If awarded, the terms of the Contract will be for either a period of one (1) year from February 1, 1974 to January 31, 1975 inclusive, or for a period of two (2) years from February 1, 1974 to January 31, 1976 inclusive, whichever period is deemed by the Commissioners to be for the best interest of the Township.

Bonds in the sum of 100% of the Contract price, for the faithful performance of the Contract and for the protection of Labor and Material men are required. These bonds must be in a form satisfactory to the Township Solicitor, and the surety must be approved by the Township Solicitor.

The successful bidder must file certificates showing coverage of Workmen's Compensation Insurance and Public Liability and Property damage in the amount of at least \$50,000/100,000 \$10,000.

All bonds and certificates must be received and approved prior to the commencement of the work, and renewals at least ten (10) days prior to the expiration of current policies.

No subletting of the Contract, or any part thereof, will be permitted except with the approval of the Township Commissioners expressed in writing. No subletting will relieve Contractor of the Surety or the bonds of any responsibility.

Withdraw his bid for a period of thirty (30) days after the opening thereof.

Secured by a ~~certified check~~ ^(1000.00), bank cashier's check or bank note of One hundred (\$100.00) Dollars, to the order of the Township, to be retained by the Township as liquidated damages if the bidder fails to execute the Contract and supply the bonds and insurance and to meet all the conditions. Checks of unsuccessful bidders, if possible, following the award of said Contract.

Contractor shall do all the work and shall supply all labor and material, services, plant and equipment for the collection, removal and disposal of Trash and Garbage from the Township of Darby, County of Delaware, Pennsylvania.

I. DEFINITION OF GARBAGE: The term "garbage" wherever it appears in these specifications or in the advertisement, in the information for Bidders, in the Proposal in the Contract, or in the Bonds means all refuse of animal or vegetable matter which has been used for food for men or was intended to be so used.

II. DEFINITION OF TRASH: The term "Trash" wherever it occurs in these specifications in the advertisement, in the Information for Bidders, in the Proposal, in the Contract or in the Bonds or in any other paper in connection herewith means any and all things whatsoever excepting garbage and non-combustibles.

III. NONCOMBUSTIBLES: Contractor is not obligated to pick up non-combustibles.

IV. LAWS AND ORDINANCES: All regulations of the Department of Health of the Commonwealth of Pennsylvania and the Local Board of Health, and all laws of the Commonwealth of Pennsylvania and the United States, and all Ordinances of the Township and those of any other Municipality through which Trash and Garbage collected under the Contract may be transported must be strictly adhered to by the Contractor.

The Contractor shall keep a daily record of the number of loads collected and shall make a report of the collection in such form and in such manner and at such times as may be prescribed by the Township or a committee thereof appointed for the purpose. Contractor shall also furnish such additional information in writing in reference to the conduct of the work as may be required from time to time by the Township. If such report and information is not supplied within one (1) week from the date of the request, the Township may, in its discretion, retain such money as may be due said Contractor until the required information shall have been supplied.

INSPECTION OF PREMISES: The properly authorized officers, officials or employees of the Township shall have the right of free and unobstructed access to the disposal site, buildings and premises used in connection with the collection and disposal of Trash and Garbage, at any and all times during the term of the Contract for the purpose of inspection.

EQUIPMENT: Bidders quoting price on Collection should have two (2) Packer Type Disposal Trucks plus one (1) open truck, metal body.

DAYS OF COLLECTION: The days of collection shall be definite and fixed after consultation with the Township of Darby Commission or a Committee thereof. No collection shall be made on Sundays or Legal Holidays; when a scheduled collection falls on a Sunday or a Legal Holiday, the collection shall be made on the following day.

TIME OF COLLECTION: All collections shall be made between the hours of 7:00 o'clock A.M. and 7:00 o'clock P.M.

FREQUENCY OF COLLECTION:

GARBAGE: Collections shall be made twice a week for the entire year during the term of Contract.

TRASH: Collections shall be made twice each week during the term of the Contract.

PAYMENT TO CONTRACTOR: Payments shall be made monthly to the Contractors or within a reasonable time after the regular meeting of the governing body of the Township less any deductions.

below, and that the decision of the Township as to deductions will be final and conclusive. It is agreed that the Township has the right and is hereby authorized to deduct, and will deduct, from the payment due the contractor the following amounts for each offense or violation:

For Failure to remove Garbage and /or Trash.	50 Cents for each day for each house, etc. not collected.
For carelessness in removing Garbage and/or Trash.	Two dollars for each separate offense.
For overloading or not covering Garbage vehicle or using leaky vehicles	Fifty Dollars for each day.
For overloading or spilling Garbage and/or Trash on Streets.	Fifty Dollars for each day.
For failure to submit reports.	Ten Dollars for each failure

RESPONSIBILITY FOR DAMAGE TO PERSONS OR PROPERTY:

The Contractor will be responsible for any injury or damage to persons or property from any cause whatsoever during the progress of the work, and he shall indemnify and save harmless the Municipality from all suits or action of every nature, character and description brought for or on account of any injuries or damage received or sustained, or claimed to have been received or sustained by any person or persons, by or from said Contractor's negligence or the negligence of his servants, agents or employees, or by or in consequence of any act or omission of the said Contractor, his agents or employees. And so much money due the said Contractor under and by virtue of the Contract as shall be considered necessary by the Municipality will be retained until all claims shall have been settled and judgement satisfied. In case any injury or damage is done to public or private property by or because of the work or in consequence of any act or omission on the part of the Contractor, his agents or employees, the Contractor shall, at his own expense, restore such property to a condition similar or equal to that existing before such damage or injury was done. During this time the Municipality may withhold any money due or becoming due said Contractor. The Contractor shall immediately upon the happening of any injury to persons or property notify the Secretary of the Township in writing of the circumstances thereof.

Should the Contractor fail to commence work at the specified time, or fail to prosecute the work to the satisfaction of the Township or attempt to transfer or assign his Contract or any interest therein without the written consent of the Township, or fail to perform any of the covenants of the Contract, the Township may, with forty-eight (48) hours notice in writing directed to the Contractor at the address given on the bidding sheet annul the Contract and re-let the Contract or complete the work itself, charging any additional cost thereof against the said Contractor and/or Contractor's Surety or Sureties.

Louis H. Camagna, Jr.
Secretary
Board of Commissioners
Township of Darby

BID PROPOSAL FOR THE COLLECTION, REMOVAL
AND DISPOSAL OF TRASH AND GARBAGE

Louis H. Camagna, Jr., Secretary
Township of Darby
603 W. Ashland Avenue
Glenolden, Pa. 19036

Gentlemen:

The undersigned having examined all copies of the "Information for Bidders", re: Trash and Garbage Township of Darby, hereto attached, proposes and agrees to collect, remove and dispose of all trash and garbage from the Township of Darby Delaware County, Pa. and to perform all services and work incidental thereto in accordance with the information for Bidders and Specifications attached hereto for a period of:

One (1) year, from February 1, 1974 to January 31, 1975 inclusive for the price of or sum of one hundred & fifty dollars, (\$ 150,000.00), payable in equal monthly installments, ten days after regular monthly meeting, or - option for Feb. 1975 to Jan. 1976

Two (2) years from February 1, 1974 to January 31, 1976 inclusive for the price or sum of _____ Dollars (\$ _____), payable in equal monthly installments, ten days after regular monthly meeting.

Company: E. Lafferty & Son
Authorized Signature: [Signature]
Title: [Signature]

Date: 1-9-74

Note: If the bidder is partnership, the bid must be executed in the partnership name and signed by all the partners. If a Corporation bid must be signed by the President or Vice President of the Corporation and attested by the Secretary and the Seal of the Corporation affixed.

TOWNSHIP TO PAY ALL DISPOSAL COSTS.

INFORMATION FOR BIDDERS

RE: TRASH AND GARBAGE AND NON-COMBUSTIBLES

The contract to be awarded is for the collection, removal and disposal of trash and garbage from all dwellings, churches, and schools in the Township of Darby, Delaware County, Pennsylvania.

Also a separate bid for the collection of all non-combustibles from all dwellings, churches, and schools in the Township of Darby, Delaware County, Pennsylvania.

Bids must be sealed and plainly marked on the envelope "Bid for Collection of Trash and Garbage."

All bids must be on blank form or proposal attached hereto and should give prices both in writing and in figures, and must be signed by the bidders with the directions in the form for the bid.

Bids will be publicly opened and read at the meeting of the Darby Township Commissioners to be held on the 12th day of December 1979 A.D., at 8:00 P.M. E.D.S.T. and award the contract, if awarded, will be made by the Commissioners as soon thereafter as practicable. All bidders are requested to be present, must have their equipment in operation and be ready to furnish proof thereof.

Right is reserved to reject any and all bids for any reasons whatsoever. If awarded, the terms of the contract will be for either a period of two (2) years, from February 1, 1980 to January 31, 1982 inclusive with the Township having the sole option to continue this contract for one (1) year from February 1, 1982 to January 31, 1983 inclusive at the same contract price. or for a period of three (3) years from February 1, 1980 to January 31, 1983 inclusive with the sole option of the Township to continue this contract for one (1) year from February 1, 1983 to January 31, 1984 at the same contract price, whichever period is deemed by the Commissioners to be for the best interest of the Township.

Bonds in the sum of 100% of the contract price, for the faithful performance of the contract and for the protection of labor and material and men are required. These bonds must be in a form satisfactory to the Township Solicitor, and the surety must be approved by the Township Solicitor.

The successful bidder must file certificates showing coverage of Workmen's Compensation Insurance and Public Liability and Property damage in the amount of at least \$ 50,000/100,000 - \$ 10,000.

All bonds and certificates must be received and approved prior to commencement of the work, and renewals at least ten (10) days prior to the expiration of current policies.

(cont'd)

No subletting of the contract, or any part thereof, will be permitted except with the approval of the Township Commissioners expressed in writing. No subletting will relieve the contractor of the surety or the bonds of any responsibility.

No bidder may withdraw his bid for a period of thirty (30) days after the opening thereof.

Every bid must be accompanied by a certified check, bank cashier's check or bank treasurer's check, in the amount of one thousand (\$1,000.00) dollars to the order of the Township of Darby, which will be retained by the Township as liquidated damages if the successful bidder fails to execute the contract and supply the bonds and insurance certificates as required, and to meet all the conditions. Checks of unsuccessful bidders will be returned as soon as possible, following the award of said contract.

SPECIFICATIONS

The contractor shall do all the work and shall supply all labor and material, services, plant and equipment for the collection, removal and disposal of trash, garbage and non-combustibles from the Township of Darby, County of Delaware, Pennsylvania on the agreed periods (**weekly** or monthly basis) prescribed by the Commissioners of the Township of Darby, County of Delaware, Pennsylvania.

I. DEFINITION OF GARBAGE: The term "garbage" wherever it appears in these specifications or in the advertisement, in the information for Bidders, or in the proposal in the Contract, or in the Bonds means all refuse of animal or vegetable matter which has been used for food for men or was intended to be so used.

II. DEFINITION OF TRASH: The term "Trash" wherever it occurs in these specifications in the advertisement, in the information for Bidders, in the connection herewith means any and all things whatsoever excepting garbage and non-combustibles.

III. DEFINITION OF NON-COMBUSTIBLES: The term "non-combustibles" wherever it occurs in these specifications in the advertisement, or in any other paper in connection herewith means any and all things whatsoever excepting garbage and trash.

IV. LAWS AND ORDINANCES: All regulations of the Department of Health of the Commonwealth of Pennsylvania and the Local Board of Health of the Township and those of any other Municipality through which Trash And Garbage collected under the Contract may be transported must be strictly adhered to by the Contractor.

The Contractor shall keep a daily record of the number of loads collected and shall make a report of the collection in such form and in such manner and at such times as may be prescribed by the Township or furnish such additional information for the purpose. Contractor shall also of the work as may be required from time to time by the Township. If such report and information is not supplied within one (1) week from the date of the request, the Township may, in its discretion, retain and remove the Trash from the said Contractor until the required information shall have been supplied.

REMOVAL OF DEBRIS: The properly authorized officers, officials or employees of the Township shall have the **right of free and unobstructed** access to the disposal of trash and Garbage, at any and all times during the term of the Contract for the purpose of inspection.

(a) Bidding: Bidders quoting price on Collection should have two (2) pages type proposal Trucks plus one (1) open Truck, metal body.

DATE OF COLLECTION: The days of collection shall be definite and fixed after consultation with the Township of Darby Commission or a Committee thereof. No collection shall be made on Sundays or a Holiday: when a scheduled collection falls on a Sunday or a legal holiday, the collection shall be made on the following day.

(cont'd)

TIME OF COLLECTION: All collections shall be made between the hours of 7:00 A.M. and 7:00 P.M.

FREQUENCY OF COLLECTION:

GARBAGE: Collections shall be made twice a week for the entire year during the term of Contract.

TRASH: Collections shall be made twice each week during the term of the Contract.

PAYMENT TO CONTRACTOR: Payments shall be made monthly to the Contractors or within a reasonable time after the regular meeting of the governing body of the Township less any deductions.

DEDUCTIONS - LIQUIDATED DAMAGES:

It is agreed that the Contractor under the provisions of his Contract will be as stated below, and that the decision of the Township as to deductions and is hereby authorized to deduct, and will deduct, from the payment due the contractor the following amounts for each offense or violation:

For Failure to remove Garbage and/or Trash and non-combustibles.

For carelessness in removing Garbage and/or Trash and non-combustibles.

For overloading or not covering Garbage and/or Trash or using leaky vehicles.

For overloading or spilling Garbage and/or Trash and non-combustibles on streets.

For failure to submit reports.

50 cents for each day for each house, etc. not collected.

Two dollars for each separate offense.

Fifty Dollars for each day.

Fifty Dollars for each day.

Ten Dollars for each failure.

RESPONSIBILITY FOR DAMAGE TO PERSONS OR PROPERTY:

The Contractor will be responsible for any injury or damage to persons or property from any cause whatsoever during the progress of the work, and will indemnify and save harmless the Municipality from all suits or action for damage received or sustained, or claimed to have been received or suffered by any person or persons, by or from said Contractor's negligence or omission of his servants, agents or employees, or by or in consequence of the said Contractor under and by virtue of the Contract. And this shall have been settled and judgement satisfied. In case damage is done to public or private property by or because of the Contractor, the Contractor shall, at his own expense, restore the same to its original condition. During this time the Municipality may withhold payment due said Contractor. The Contractor shall immediately

upon the the happening of any injury to persons or property notify the Secretary of the Township in writing of the circumstances thereof.

Should the Contractor fail to commence work at the specified time, or fail to prosecute the work to the satisfaction of the Township or attempt to transfer or assign his Contract or any interest therein without the written consent of the Township, or fail to perform any of the covenants of the Contract, the Township may, with forty-eight (48) hours notice in writing directed to the Contractor at the address given on the bidding sheet annul the Contract and re-let the Contract or complete the work itself, charging any additional cost thereof against the said Contractor and/or Contractor's Surety or Sureties.

Joseph H. Caul
Secretary
Board of Commissioners
Township of Darby

SPECIFICATIONS FOR NON-COMBUSTIBLES

Follow same specifications as reflected in bids for trash and garbage except for following:

Frequency of collection:

Non-Combustibles collections shall be made once a week or once a month whichever frequency was accepted from bids by the Darby Township Board of Commissioners.

Deductions: Liquidated damages shall be the same as reflected for trash and garbage.

All other specifications shall be the same as reflected on specifications for trash and garbage.

Joseph M. Gaul, Secretary
Township of Darby

BID PROPOSAL FOR THE COLLECTION,
REMOVAL AND DISPOSAL OF TRASH AND GARBAGE.

JOSPEH M. GAUL, Secretary
Township of Darby
1063 Cedarwood Road
Glenolden P.O., Pa. 19036

Gentlemen:

The undersigned having examined all copies of the "Information for Bidders", Re: Trash and Garbage Township of Darby, hereto attached, proposes and agrees to collect, remove and dispose of all trash and garbage from the Township of Darby, Delaware County, Pa., and to perform all services and work incidental thereto in accordance with the information for bidders and specifications attached hereto for a period of:

Attest:

COMPANY: _____

Authorized Signature: _____

TITLE: _____

DATE: _____

Note: If the Bidder is partnership, the bid must be executed in the partnership name and signed by all the partners. If a Corporation bid must be signed by the President or Vice President of the Corporation and attested by the Secretary and the Seal of the Corporation affixed.

NOV 2 1979

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310

OF THE BOARD OF TOWNSHIP
S AT WHICH MEETING A
PRESENT AND ALL VOTED IN

MENT OF \$ 745.93

IDENT NATIONAL B.

EST DUE 4/9/ 10/1

BY AUTHORIZED AND DIRECTED
PAYMENT.

T, BOARD OF TOWNSHIP
COMMISSIONERS

PAY
TO THE
ORDER OF

THE PROVIDENT NATIONAL BANK

\$ 745.93

THE SUM 745 DOLS 93 CTS

DOLLAR

PRES.-SECV.-TREAS.

First Pennsylvania Bank

First Pennsylvania Bank N.A.
Philadelphia Pa. 19101

INTEREST DUE

4/9/79

to

10/1/79

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030⑆755⑆3⑆

The Provident
PROVIDENT NATIONAL BANK

BROAD AND CHESTNUT STREETS
P.O. BOX 7648
PHILADELPHIA, PA 19101

COMMERCIAL

LOAN DEPARTMENT

TELEPHONE 215-585-5156

The Township of Darby - Delaware County
C/O Michael J. Dipaolo Treas.
1063-67 Cedarwood Road
Darby Twp., Del. Co., Pa. 19036

DATE 09-20-79

ACCOUNT NUMBER 0304487388

AMOUNT DUE 745.93

TO INSURE PROPER CREDIT PLEASE RETURN ENCLOSED PAYMENT CARD WITH YOUR REMITTANCE

DATE NUMBER	FROM	TO	RATE	CODE	PRINCIPAL BALANCE	INTEREST DUE	PRINCIPAL DUE
003	04-1-79	04-09-79	8.2500		35,000.00	64.16	
	04-09-79	10-01-79	8.2500		17,000.00	681.77	

ES

TOTALS

INTEREST DUE - PAYABLE WITHIN 10 DAYS OF RECEIPT OF THIS BILL
PRINCIPAL DUE
PRINCIPAL AND INTEREST DUE
DATA CHARGED
PREVIOUS BILLING NOT PAID
SPECIAL BILLING ENTRY

CURRENT AMOUNT DUE 745.93
PREVIOUS AMOUNT DUE .00
TOTAL AMOUNT DUE 745.93

INFORMATION FOR BIDDERS

RE: TRASH AND GARBAGE AND NON-COMBUSTIBLES

The contract to be awarded is for the collection, removal and disposal of trash and garbage from all dwellings, churches, and schools in the Township of Darby, Delaware County, Pennsylvania.

Also a separate bid for the collection of all non-combustibles from all dwellings, churches, and schools in the Township of Darby, Delaware County, Pennsylvania.

Bids must be sealed and plainly marked on the envelope "Bid for Collection of Trash and Garbage."

All bids must be on blank form or proposal attached hereto and should give prices both in writing and in figures, and must be signed by the bidders with the directions in the form for the bid.

Bids will be publicly opened and read at the meeting of the Darby Township Commissioners to be held on the 12th day of ~~December~~ ^{September} 1979 A.D., at 8:00 P.M. E.D.S.T. and award the contract, if awarded, will be made by the Commissioners as soon thereafter as practicable. All bidders are requested to be present, must have their equipment in operation and be ready to furnish proof thereof.

Right is reserved to reject any and all bids for any reasons whatsoever. If awarded, the terms of the contract will be for either a period of two (2) years, from February 1, 1980 to January 31, 1982 inclusive with the Township having the sole option to continue this contract for one (1) year from February 1, 1982 to January 31, 1983 inclusive at the same contract price, or for a period of three (3) years from February 1, 1980 to January 31, 1983 inclusive with the sole option of the Township to continue this contract for one (1) year from February 1, 1983 to January 31, 1984 at the same contract price, whichever period is deemed by the Commissioners to be for the best interest of the Township.

Bonds in the sum of 100% of the contract price, for the faithful performance of the contract and for the protection of Labor and Material and men are required. These bonds must be in a form satisfactory to the Township Solicitor, and the surety must be approved by the Township Solicitor.

The successful bidder must file certificates showing coverage of Workmen's Compensation Insurance and Public Liability and Property damage in the amount of at least \$ 50,000/100,000 - \$ 10,000.

All bonds and certificates must be received and approved prior to commencement of the work, and renewals at least ten (10) days prior to the expiration of current policies.

(cont'd)

No subletting of the contract, or any part thereof, will be permitted except with the approval of the Township Commissioners expressed in writing. No subletting will relieve the contractor of the surety or the bonds of any responsibility.

No bidder may withdraw his bid for a period of thirty (30) days after the opening thereof.

Every bid must be accompanied by a certified check, bank cashier's check or bank treasurer's check, in the amount of one thousand (\$1,000.00) dollars to the order of the Township of Darby, which will be retained by the Township as liquidated damages if the successful bidder fails to execute the contract and supply the bonds and insurance certificates as required, and to meet all the conditions. Checks of unsuccessful bidders will be returned as soon as possible, following the award of said contract.

SPECIFICATIONS

The contractor shall do all the work and shall supply all labor and material, services, plant and equipment for the collection, removal and disposal of trash, garbage and non-combustibles from the Township of Darby, County of Delaware, Pennsylvania on the agreed periods (weekly, or monthly basis) prescribed by the Commissioners of the Township of Darby, County of Delaware, Pennsylvania.

1. DEFINITION OF GARBAGE: The term "garbage" wherever it appears in these specifications or in the advertisement, in the information for Bidders, in the Proposal in the Contract, or in the Bonds means all refuse of animal or vegetable matter which has been used for food for man or was intended to be so used.

11. DEFINITION OF TRASH: The term "Trash" wherever it occurs in these specifications in the advertisement, in the Information for Bidders, in the Proposal, in the Contract or in the Bonds or in any other paper in connection herewith means any and all things whatsoever excepting garbage and non-combustibles.

12. DEFINITION OF NON-COMBUSTIBLES: The term "non-combustibles" wherever it occurs in these specifications in the advertisement, in the information for Bidders, in the Proposal, in the Contract, in the Bonds or in any other paper in connection herewith means any and all things whatsoever excepting garbage and trash.

13. LAWS AND ORDINANCES: All regulations of the Department of Health of the Commonwealth of Pennsylvania and the Local Board of Health, and all laws of the Commonwealth of Pennsylvania and United States, and all Ordinances of the Township and those of any other Municipality through which Trash and Garbage collected under the Contract may be transported must be strictly adhered to by the Contractor.

The Contractor shall keep a daily record of the number of loads collected and shall make a report of the collection in such form and in such manner and at such times as may be prescribed by the Township or a committee thereof appointed for the purpose. Contractor shall also furnish such additional information in writing in reference to the conduct of the work as may be required from time to time by the Township. If such If such report and information is not supplied within one (1) week from the date of the request, the Township may, in its discretion, retain such work until the due said Contractor until the required information shall have been supplied.

REGULATION OF PERMITS: The properly authorized officers, officials or employees of the Township shall have the right of free and unobstructed access to the disposal of Trash and Garbage, at any and all times during the term of the Contract for the purpose of inspection.

PRICING: Bidders quoting price on Collection should have two (2) Basic Type Proposal Trucks plus one (1) open Truck, metal body.

TIME OF COLLECTION: The days of collection shall be definite and fixed after consultation with the Township of Darby Commission or a Committee thereof. No collection shall be made on Sundays or legal holidays; when a scheduled collection falls on a Sunday or a legal holiday, the collection shall be made on the following day.

(cont'd)

TIME OF COLLECTION: All collections shall be made between the hours of 7:00 A.M. and 7:00 P.M.

FREQUENCY OF COLLECTION:

GARBAGE: Collections shall be made twice a week for the entire year during the term of Contract.

TRASH: Collections shall be made twice each week during the term of the Contract.

PAYMENT TO CONTRACTOR: Payments shall be made monthly to the Contractors or within a reasonable time after the regular meeting of the governing body of the Township less any deductions.

DEDUCTIONS - LIQUIDATED DAMAGES: It is agreed that the question of deductions from moneys due the Contractor under the provisions of his Contract will be as stated below, and that the decisions of the Township as to deductions will be final and conclusive. It is agreed that the Township has the right and is hereby authorized to deduct, and will deduct, from the payment due the contractor the following amounts for each offense or violation:

For Failure to remove Garbage and /or Trash and non-combustibles.	50 cents for each day for each house, etc. not collected.
For carelessness in removing Garbage and/or Trash and non-combustibles.	Two dollars for each separate offense.
For overloading or not covering Garbage vehicle or using leaky vehicles.	Fifty Dollars for each day.
For overloading or spilling Garbage and/or Trash and non-combustibles on streets.	Fifty Dollars for each day.
For failure to submit reports.	Ten Dollars for each failure.

RESPONSIBILITY FOR DAMAGE TO PERSONS OR PROPERTY:

The Contractor will be responsible for any injury or damage to persons or property from any cause whatsoever during the progress of the work, and he shall indemnify and save harmless the Municipality from all suits or action of every nature, character and description brought for or on account of any injuries or damage received or sustained, or claimed to have been received or sustained by any person or persons, by or from said Contractor's negligence or the negligence of his servants, agents or employees, or by or in consequence of any act or omission of the said Contractor, his agents or employees. And so much money due the said Contractor under and by virtue of the Contract as shall be considered necessary by the Municipality will be retained until all claims shall have been settled and judgement satisfied. In case any injury or damage is done to public or private property by or because of the work or in consequence of any act or omission on the part of the Contractor, his agents or employees, the Contractor shall, at his own expense, restore such property to a condition similar or equal to that existing before such damage or injury was done. During this time the Municipality may withhold any moneys due or becoming due said Contractor. The Contractor shall immediately

upon the the happening of any injury to persons or property notify the Secretary of the Township in writing of the circumstances thereof.

Should the Contractor fail to commence work at the specified time, or fail to prosecute the work to the satisfaction of the Township or attempt to transfer or assign his Contract or any interest therein without the written consent of the Township, or fail to perform any of the covenants of the Contract, the Township may, with forty-eight (48) hours notice in writing directed to the Contractor at the address given on the bidding sheet annul the Contract and re-let the Contract or complete the work itself, charging any additional cost thereof against the said Contractor and/or Contractor's Surety or Sureties.

Joseph M. Gaul
Secretary
Board of Commissioners
Township of Darby

SPECIFICATIONS FOR NON-COMBUSTIBLES

Follow same specifications as reflected in bids for trash and garbage except for following:

Frequency of collection:

Non-Combustibles collections shall be made once a week or once a month whichever frequency was accepted from bids by the Darby Township Board of Commissioners.

Deductions: Liquidated damages shall be the same as reflected for trash and garbage.

All other specifications shall be the same as reflected on specifications for trash and garbage.

Joseph M. Gaul, Secretary
Township of Darby

BID PROPOSAL FOR THE COLLECTION,
REMOVAL AND DISPOSAL OF TRASH AND GARBAGE.

JOSPEH M. GAUL, Secretary
Township of Darby
1063 Cedarwood Road
Glenolden P.O., Pa. 19036

Gentlemen:

The undersigned having examined all copies of the "Information for Bidders", Re: Trash and Garbage Township of Darby, hereto attached, proposes and agrees to collect, remove and dispose of all trash and garbage from the Township of Darby, Delaware County, Pa., and to perform all services and work incidental thereto in accordance with the information for bidders and specifications attached hereto for a period of:

Attest:

COMPANY: _____

Authorized Signature: _____

TITLE: _____

DATE: _____

Note: If the Bidder is partnership, the bid must be executed in the partnership name and signed by all the partners. If a Corporation bid must be signed by the President or Vice President of the Corporation and attested by the Secretary and the Seal of the Corporation affixed.

DARBY TOWNSHIP

DELAWARE COUNTY, PENNSYLVANIA

Dumping Ordinance

No. 291

June 16, 1960

An Ordinance repealing Ordinance No. 119 Regulating Dumps and the Transportation of Refuse upon Public Streets; and Codifying and Enlarging upon the Provisions of this Repealed Ordinance.

The Commissioners of the Township of Darby, Delaware County, Pennsylvania hereby enact and ordain:

Section 1. Title. This Ordinance shall be known and may be cited as the Darby Township Dumping Ordinance of 1960.

Section 2. Scope of Ordinance. This Ordinance shall apply to all private dumps or landfills except the receipt or storage of cover material and the disposal by a householder of his own household refuse in an approved manner on the property where he lives.

Section 3. Definitions:

(a) **Active Surface.** That portion of a private dump or landfill upon or in which refuse is being deposited or has been deposited within the previous forty-eight (48) hours.

(b) **Cover Material.** Material of an inert nature such as earth, loam, clay, sand, gravel, ashes, cinders or similar substances or combinations of such materials which, with proper depth and compaction, will not be dispersed by the wind, will confine odors, will prevent ready access to deposited refuse by rodents or arthropods, will prevent migration of fly larvae, and will prevent nuisances and fire hazards.

(c) **Dangerous Materials.** Refuse which presents an inherent or imminent safety or health hazard to humans, including, but not limited to, materials which are explosive, radioactive or toxic.

(d) **Garbage.** The organic residue of animal or vegetable matter resulting from the handling, preparation or consumption of food; waste food and food products.

(e) **Inactive Surface.** That portion of a private dump or landfill upon or in which refuse has not been deposited within the previous forty-eight (48) hours.

(f) **Private Dump or Landfill.** Real property in or upon which refuse is deposited, except when such refuse is deposited by the Township.

(g) **Refuse.** All discarded waste materials, except water-borne wastes, sewage, and cover materials.

(h) **Sanitary Landfill.** A type of refuse disposal in which refuse is so handled at the disposal site by depositing, compacting and covering as to avoid occurrence or creation of fires, smoke, odor, rodent or arthropod harborage and breeding, or general nuisance conditions.

Section 4. Supervision. A person in responsible charge of operations shall be on duty at private dumps or landfills twenty-four (24) hours daily at all times.

Section 5. Trespassing and Unauthorized Dumping. It shall be unlawful to trespass upon private dumps or landfills or to conduct unauthorized dumping thereon, and it shall be the duty of all operators of private dumps or landfills to take all reasonably effective measures to prevent any such trespassing or unauthorized dumping.

Section 6. Receipt of Dangerous Materials. Where the operator of a private dump or landfill knows, or has reason to know, of the inclusion of dangerous materials in refuse delivered to the private dump or landfill, he shall receive, handle, and dispose of such materials in accordance with procedures established by or in a manner approved by the Township Board of Health. No explosives, oil, waste oil, or flammable solvents shall be deposited on any dump or landfill or anywhere within the limits of the Township.

Section 7. Operation.

(a) All private dumps and landfills shall be operated as sanitary landfills.

(b) Refuse shall be deposited in excavations or at locations on the ground surface designated by the operator. Where trenches are used, trench walls shall not be less than three (3) feet thick and shall be so constructed as to maintain their shape under all operating conditions.

(c) Refuse shall be deposited so as to spread evenly over the ground surface and shall be thoroughly compacted to firmness before being covered with cover material.

(d) All active surfaces shall be completely covered with cover material to a minimum compacted depth of six (6) inches at the end of each day's dumping operation; or, in the case of continuous operation, at the end of each twenty-four (24) hour period.

(e) Inactive surfaces shall be compacted and completely covered with cover material to a minimum firmly compacted depth of twelve (12) inches, provided, however, that where considerable quantities of putrescible refuse, including garbage, are deposited, additional cover material may be required by the Township Board of Health to provide a total firmly compacted depth of twenty-four (24) inches.

(f) Where refuse delivered to a dump or landfill conforms to the requirements for cover material, spreading and compaction only shall be required. This provision shall not prohibit the storage of cover material.

no fire
(g) The owner or operator of a private dump or landfill shall not set on fire or permit any one else to set on fire any refuse at the site, and shall take immediate steps after notice to him of any such fire to extinguish it and to eliminate any smoke conditions that may occur. On discovery of subsurface fire, operations shall be immediately discontinued in the immediate area until the fire is extinguished.

(h) Layers of compacted refuse and temporary and final cover shall not exceed eight (8) feet in depth. Such layers shall

be allowed to settle for a period of one (1) year before they may be used as a base for additional depositing of refuse. The Township Board of Health may authorize greater depths or lesser periods of settlement where unusual topographical or other conditions exist.

(i) **Hot materials** which would tend to ignite refuse which has been deposited or which is being transported shall be handled so as to prevent combustion or ignition.

(j) **No person owning** or operating a private dump or landfill shall permit **dust or odor conditions** to develop which constitute air pollution or an air pollution nuisance. Exposed refuse, access roadways and other surface areas shall be sprayed with water and/or treated with approved chemicals when necessary to avoid dust conditions.

*No family operation
no night*

(k) **No commercial dumping shall be permitted on Sundays.**

(l) **Dumping from sunset to sunrise** is prohibited. The Township Board of Health may permit dumping at night upon application and for good cause.

Section 8. Surface Elevations.

(a) **Surfaces shall be sloped** or otherwise controlled so as to protect the cover material and refuse from erosion.

(b) **The final grade** to include the final layer of cover material, shall not be more than two (2) feet above the level of the nearest public street or highway.

Section 9. Salvage Operations.

(a) **No operator of a private dump or landfill shall salvage or reclaim**, or permit anyone else to salvage or reclaim, any food or food products, which may be delivered to the site for disposal. Such food or food products shall be promptly unloaded, spread and compacted to firmness, and covered to a depth of at least twenty-four (24) inches with other refuse material or with cover material.

(b) **Salvaging or reclamation of materials except food**, or food products, is permitted. All salvaged materials shall be removed to a location at such distance from the active surface

as not to interfere with unloading, spreading, compacting or covering operations.

Section 10. Access Roads. Roadways leading to the active surface shall be so constructed and maintained as to permit ready access by vehicles and equipment whenever the private dump or is open for refuse disposal.

Section 11. Water Supply.

(a) An adequate supply of water shall be available for use in eliminating fire or smoke and controlling dust conditions.

(b) Appropriate facilities and equipment in satisfactory operating condition shall be available to distribute water effectively under pressure to all portions of the private dump or landfill.

Section 12. Drainage and Water Pollution.

(a) Initial operations of a private dump or landfill shall include, wherever practicable, the filling in of wet or swampy ground or the draining thereof.

(b) Storm water runoff, surface water-courses and sub-surface drainage through a private dump or landfill shall be controlled in a manner approved by the Township Board of Health so as to avoid contamination of potable water supplies or swimming places, prevent mosquito breeding, prevent air pollution or other nuisance conditions, and prevent pollution of surface bodies of water in violation of any existing law, ordinance or regulation.

(c) Sites for private dumps and landfills shall be so protected in areas subject to flooding or water submergence that refuse and cover material deposited there will not be washed away.

(d) It shall be unlawful to establish any new private dump or landfill at any location where it would constitute a source of potential pollution to any potable water supply, or cause pollution of a surface body of water in violation of any existing law, ordinance or regulation. Operations at existing private dumps or landfills shall be so conducted as not to constitute a source of pollution to a surface body of water or to any potable water supply in violation of any existing law, ordinance or regulation.

Section 13. Rodent and Anthropod Control.

A licensed rodent exterminator approved by the Township Board of Health shall be contracted by operators of private dumps and landfills to prevent breeding or harborage or infestation by rodents or anthropods. The entire dump or landfill must be baited at least once a month. All salvaged material shall be handled in such a manner as not to provide rodent harborage.

Section 14. Fencing.

Fencing shall be installed to confine paper and other wind-borne materials to the active dumping area.

Section 15. Disasters or Emergencies.

When, in the opinion of the Township Board of Health, a period of disaster or emergency exists involving public health, it may waive any of the provisions of this Ordinance for a period not to exceed thirty (30) days, upon application to and after resolution by the Board of Commissioners.

Section 16. Approval of Application for License for Private Dumps or Landfills.

Plans for private dumps or landfills shall be submitted to the Board of Commissioners for approval and shall be accompanied by such information as the Township Board of Health and/or Board of Commissioners may request to show how the proposed operation of the private dump or landfill will comply with the provisions of this Ordinance. No plot of ground less than five (5) acres will be approved, except for good cause.

Section 17. Inspection.

Authorized representatives of the Township Board of Health and Board of Commissioners shall be permitted to enter private dumps or landfills at any time for the purpose of determining compliance with the provisions of this Ordinance, and the owner, operator or person in charge of any private dump or landfill shall give representatives free and unhindered access for inspection purposes.

Section 18. Vehicle Dumping Permit.

The owner or operator of any truck dumping within the Township must obtain a vehicle dumping permit from the Township Secretary. The fee for each permit shall be \$10.00 a year or any part thereof. No operator of a dump or landfill shall permit a truck to dump at his site without a current permit.

Section 19.. Loads in Transit.

All loads in transit must be so covered as to prevent any part of the load from falling or blowing off.

Section 20. Dumping Permit.

A dumping permit must be secured from the Township Secretary for each private landfill or dumping operation within the Township. The fee for this permit shall be three hundred dollars (\$300.00) a year or any part thereof renewable annually on the first Monday after January 1st of each year. Any violation of the provisions of this Ordinance may result in permanent or temporary suspension of the permit by the Township Board of Health upon application to and resolution by the Board of Commissioners.

Section 21. Severability of Offenses.

Any dumping within the limits of the Township that does not conform to this Ordinance shall be considered an offense. Any person dumping, causing refuse to be dumped, or allowing land owned or leased by him to be used for dumping contrary to the provisions of this Ordinance may be prosecuted as a separate offender.

Section 22. Repealer.

Ordinance 119 regulating dumps and the transportation of refuse upon public streets is hereby repealed as well as any provision of any other Ordinance inconsistent with any of the provisions of this Ordinance.

Section 23. Penalty.

Any person or persons who shall violate any section or sections of this Ordinance shall be subject to a fine of not less

than fifty dollars (\$50.00) nor more than three hundred dollars (\$300.00).

(a) **Each day the violation continues** shall be considered a separate offense.

(b) **Failure to pay fines** will result in imprisonment in the Township Lockup for not more than five (5) days, or in the County Jail for not more than thirty (30) days.

Section 24. The Provisions of this Ordinance are severable, and if any of the Sections, Clauses or Sentences hereof shall be deemed illegal, invalid or unconstitutional, such illegality, invalidity or unconstitutionality shall not affect or impair any of the remaining Sections, Clauses or Sentences of this Ordinance.

ORDAINED and ENACTED this 16th day of June, A. D., 1960.

THE TOWNSHIP OF DARBY,

*PATRICK J. MARTIN, President,
Board of Commissioners.*

ATTEST:

*JOSEPH DiPIETRO,
Secretary*

LAW OFFICES
ALVIN S. ACKERMAN
1414 BYWOOD AVENUE
UPPER DARBY, PA. 19082

February 1, 1967

FLANDERS 2-9580

Edward A. Savastio, Esquire
1048 Ashland Avenue
Glenolden, Pennsylvania

RE: Clearview Land Development Company, Inc.
vs. The Township of Darby, the Board of
Commissioners of the Township of Darby and
the Board of Health of the Township of Darby

Dear Ed:

I have, this date, filed and Order to mark the above case "Settled,
Discontinued and Ended" with the Prothonotary of Delaware County.

Sincerely yours,

ASA/a

LAW OFFICES
ALVIN S. ACKERMAN
1414 BYWOOD AVENUE
UPPER DARBY, PA. 19082

February 1, 1967

COPY

FLANDERS 2-9560

Honorable Francis J. Catania
Court House
Media, Pennsylvania

RE: Clearview Land Development Company, Inc.
vs. The Township of Darby, et al
No. 11948 of 1964

Dear Judge Catania:

I wish to advise that I have, this date, filed an Order with the Prothonotary of Delaware County, to mark the above case "Settled, discontinued and ended".

Mr. Savastio, who represents the defendants, and Mr. Cherry, attorney for the Intervenor, have been informed of this action.

Very truly yours,

ASA/a

cc: Edward A. Savastio, Esquire
Garland D. Cherry, Esquire

LAW OFFICES
ALVIN S. ACKERMAN
1414 BYWOOD AVENUE
UPPER DARBY, PA. 19082

December 20, 1966

FLANDERS 2-9580

Edward A. Savastio, Esquire
1048 Ashland Avenue
Glenolden, Pennsylvania

RE: Clearview Land Development Company, Inc.
vs. The Township of Darby, the Board of
Commissioners of the Township of Darby
and the Board of Health of the Township
of Darby

Dear Ed:

I have, this date, filed a Praecipe for Discontinuance with
the Prothonotary of the Supreme Court.

Sincerely yours,

ASA/a

A handwritten signature in dark ink, appearing to be 'Alvin S. Ackerman', written in a cursive style.

Supreme Court of Pennsylvania

Eastern District

PATRICK N. BOLSINGER
PROTHONOTARY

GEORGE W. DUNN, JR.
DEPUTY PROTHONOTARY

PHILADELPHIA, PA. 19107

December 21, 1966

Alvin S. Ackerman, Esq.,
1414 Bywood Avenue,
Upper Darby, Pennsylvania 19082

In Re: Clearview Land Development Company, Inc.,
Appellant v. The Township of Darby, Board of
Commissioners of the Township of Darby, and
Board of Health of the Township of Darby
No. 54, January Term 1967

Dear Mr. Ackerman:

I acknowledge receipt today of your letter of December 20, 1966 enclosing Praecipe for Discontinuance in the above captioned case, together with your check in the amount of \$5.00. Since the fee for discontinuance of this appeal is \$15.00, I am enclosing herewith a receipt for \$5.00 and an Invoice for \$10.00 to cover the balance of the fee. Please remit by return mail.

The appeal has been discontinued of record today, and a Certificate to that effect is being sent to the Prothonotary of the Court of Common Pleas for the County of Delaware.

Please notify the Trial Judge of this discontinuance.

Very truly yours,

George W. Dunn, Jr.
Deputy Prothonotary

GWDJr.:ENT

Enclosures

cc: Edward A. Savastio, Esq.,
1048 Ashland Avenue,
Glenolden, Pennsylvania

cc: Garland D. Cherry, Esq.,
Kassab, Cherry, Curran and Archbold,
Lawyers Title Building,
5th & Walsh Streets,
Chester, Pennsylvania

COPY

LAW OFFICES
ALVIN S. ACKERMAN
1414 BYWOOD AVENUE
UPPER DARBY, PA. 19082

December 27, 1966

FLANDERS 2-9580

Honorable Francis J. Catania
Court House
Media, Pennsylvania

RE: Clearview Land Development Co., Inc.
vs. The Township of Darby, et al
No. 11948 of 1964

Dear Judge Catania:

I wish to advise that the appeal taken to the Pennsylvania Supreme Court has been discontinued of record as of December 21, 1966.

Mr. Savastio, who represents the defendants, and Mr. Cherry, attorney for the Intervenor, have been informed of this action.

Very truly yours,

ASA/a

cc: Edward A. Savastio, Esquire
Garland D. Cherry, Esquire

Supreme Court of Pennsylvania

Eastern District

PATRICK N. BOLSINGER
PROTHONOTARY

GEORGE W. DUNN, JR.
DEPUTY PROTHONOTARY

PHILADELPHIA, PA. 19107

June 28, 1966

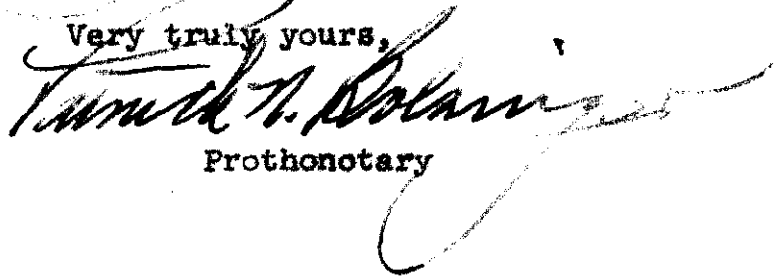
Garland D. Cherry, Esq.,
Kassab, Cherry, Curran and Archbold,
Lawyers Title Building,
5th and Welsh Streets,
Chester, Pennsylvania

In Re: Clearview Land Development Company, Inc.,
Appellant v. The Township of Darby, et al.
No. 54, January Term 1967

Dear Mr. Cherry:

I acknowledge receipt today of Praecipe for your
Appearance on behalf of the "Intervenors" in the above captioned
case, and the same has been filed of record with this Court
today.

Very truly yours,




Prothonotary

PNB:ENT

cc: Alvin S. Ackerman, Esq.,
1414 Bywood Avenue,
Upper Darby, Pennsylvania 19082

cc: Edward A. Savastio, Esq.,
1048 Ashland Avenue,
Glenolden, Pennsylvania



Supreme Court of Pennsylvania
Eastern District

PATRICK N. BOLSINGER
PROTHONOTARY
GEORGE W. DUNN, JR.
DEPUTY PROTHONOTARY

PHILADELPHIA 19107

June 23, 1966

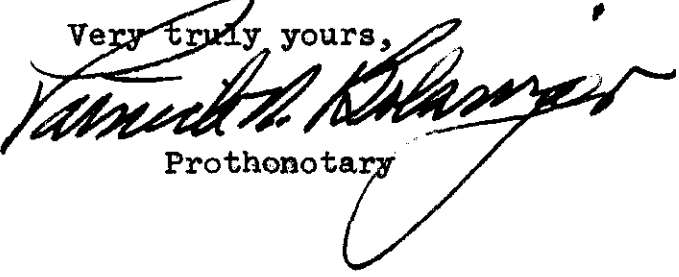
Edward A. Savastio, Esq.,
1048 Ashland Avenue,
Glenolden, Pennsylvania

In Re: Clearview Land Development Company, Inc.,
Appellant v. The Township of Darby, et al.
No. 54, January Term 1967

Dear Mr. Savastio:

I acknowledge receipt today of your letter of June 17, 1966 enclosing Praecipe for your Appearance on behalf of the Appellee in the above captioned case, and the same has been filed of record with this Court today.

Very truly yours,


Prothonotary

PNB:ENT

cc: Alvin S. Ackerman, Esq.,
1414 Bywood Avenue,
Upper Darby, Pennsylvania 19082

100-5-7016

June 17, 1966

Prothonotary of the Supreme Court of Pennsylvania,
for the Eastern District
456 City Hall
Philadelphia 7, Pa.

Re. Clearview Land Development Company,
Inc.,
Appellant

vs.
Township of Darby

Dear Sir:

Inclosed please find my Prescipe for Appearance
on behalf of Appellee in the above captioned case.

Very truly yours,

Edward A. Savastio

EAS:mng
Encls.

IN THE COURT OF COMMON PLEAS OF DELAWARE COUNTY, PENNA.

CLEARVIEW LAND DEVELOPMENT : NO. 11948 of 1964
COMPANY, INC., Plaintiff

VS

THE TOWNSHIP OF DARBY AND
THE BOARD OF COMMISSIONERS :
OF THE TOWNSHIP OF DARBY :
AND BOARD OF HEALTH OF :
TOWNSHIP OF DARBY,
Defendants :

Media, Pa., June 3, 1966

PRE-TRIAL CONFERENCE

Before: FRANK W. WEIGHTMAN, Esquire
Assistant Court Administrator

ALVIN S. ACKERMAN, Esquire, for Plain-
tiff

EDWARD A. SAVASTIO, Esquire, for Defend-
ants

GARLAND D. CHERRY, Esquire, for Inter-
venors

This is an action in Equity wherein the Plaintiff seeks the Court to issue an injunction restraining Defendants from interfering with certain land fill operations at Plaintiff's place of business.

A Preliminary Injunction was entered by the Court on October 25, 1964 enjoining the Defendants from interfering with the Plaintiff's sanitary land fill operations at the Plaintiff's business site in

Darby Township, Pennsylvania, and setting October 30, 1964 as the date for a hearing for the continuance of the injunction thereafter. Counsel for the Defendants, prior to the date for the hearing, agreed and stipulated in writing, that the Preliminary Injunction continue in effect until the final hearing in the case, and until further order of the Court. The Court upon consideration of the stipulation signed an order continuing the Preliminary Injunction in accordance with the agreement of counsel. The Plaintiff filed a Complaint and Defendants filed an Answer thereto.

Thereafter three persons, namely, Claude Bass, William C. Moore and Charlie B. Rothwell filed a Petition to Intervene in the action and at the same time requested the Court to remove the injunction or to limit the same to the enforcement of specific and particular provisions of Darby Township Ordinance No. 291. Preliminary Objections were filed to the Petition to Intervene.

Subsequently, the aforesaid parties were permitted to intervene by the Court.

The Intervenors have adopted the Answer to the Complaint filed by the Defendants.

The parties agree that the Plaintiff Clear-view Land Development Company, Inc., is a Pennsylvania corporation engaged in certain land fill operations in the Township of Darby, Pennsylvania, where its

principal place of business is located.

On October 24, 1964, a notice was served on the Plaintiff corporation, signed by Shirley B. Cuthwell, a registered nurse, and Claude Bass, a member of the Board of Commissioners and Chairman of the Department of Health, of Darby Township, advising the Plaintiff that their place of business was closed forthwith for an alleged violation of Darby Township Ordinance No. 291. Darby Township Ordinance No. 291, inter alia, concerns dumps and the transportation of refuse upon the public streets of Darby Township.

It is the contention of the Plaintiff, Learview Land Development Company, Inc., that the action of certain individuals, purporting to act under color of law, in closing the Plaintiff's place of business was illegal. Further, that Ordinance No. 291 of Darby Township is unconstitutional in that it is an unlawful exercise of powers vested in the township officials.

entered is too broad in that it prohibits a officials from enforcing any provisions of ance in question notwithstanding the fact t provisions of said ordinance are severable, ther said injunctive order interferes with ment by the Board of Health of Darby Townsh tion 56606 of the First Class Township Code Section requires said Board to enforce the the Commonwealth as well as the regulations State Department of Health and the Ordinance Township of Darby.

The attorney for the Intervenor introduced an exhibit marked I-1 which is a copy Darby Township Ordinance No. 291.

The attorneys for the Plaintiff and Defendants agree that this is the Ordinance tion.

In accordance with the ruling of J., this matter was placed upon the Equity June 15-16, 1966 by an order handed up by G Cherry, Esquire, at the call of the said 11: 3, 1966.

s/ Frank W. Weigh

Frank W. Weigh
Assistant Court Adm

LAW OFFICES
ALVIN S. ACKERMAN
1414 BYWOOD AVENUE
UPPER DARBY, PA. 19082

May 10, 1966

FLANDERS 2-9580

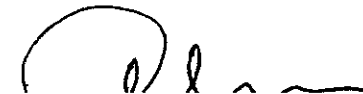
Edward Savastio, Esquire
1221 West Chester Pike
Havertown, Pennsylvania

RE: Clearview Land Development Co., Inc.
vs. Darby Township, et al

Dear Ed:

Enclosed is a true and correct copy of Plaintiff's objections to Petition to Intervene, the original of which has been filed in the Office of the Prothonotary.

Sincerely yours,

A handwritten signature in dark ink, appearing to be "Alvin S. Ackerman", with a large, stylized initial "A" and a long, horizontal flourish extending to the right.

ORDER FOR PRE-TRIAL LIST *

Full Caption of Case

CLEARVIEW LAND DEVELOPMENT CO., INC.

No. 11948

vs

Term, 19 64

THE TOWNSHIP OF DARBY AND THE
BOARD OF COMMISSIONERS OF THE
TOWNSHIP OF DARBY AND BOARD OF
HEALTH OF TOWNSHIP OF DARBY

Character of Action: Injunction

Amount Involved:

Claim:

Counterclaim:

Attorney for Plaintiff: Alvin S. Ackerman, Esq.

Attorney for Defendant: Edward A. Savastio, Esq.

Attorney for Additional Defendant: None

Other:

Name and Address of any Unrepresented Party: None

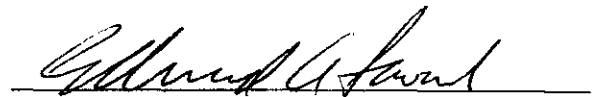
Date at Issue: 9/3/65

Date Ordered on the List: 2/21/66

I hereby certify that there (are, are not) other cases growing out of the same set of facts.
Caption of companion case(s):

{ If there are other such cases, attach }
{ a similar order for each case. }

Ordered on List by:



(Do not use firm name)
Edward A. Savastio, Esquire

* Please indicate by an X if this form is used for:

- ☐ Assessment of Damages
- ☐ Appeal from B/Arbitration
- ☐ Trial List
- ☒ Pre-Trial

IN THE COURT OF COMMON PLEAS OF DELAWARE COUNTY, PENNA.

CLEARVIEW LAND DEVELOPMENT COMPANY, INC.	:	NO. 11,940
	:	
VS.	:	TERM, 19 64
	:	
THE TOWNSHIP OF DARBY AND THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF DARBY AND BOARD OF HEALTH OF TOWNSHIP OF DARBY	:	IN TRESPASS, STATEMENT EQUITY
	:	

NAME OF ATTORNEY WHO WILL TRY CASE FOR PARTY SUBMITTING THIS STATE-
MENT:

GARLAND D. CHERRY, ESQUIRE

Intervenors

SYNOPSIS OF FACTS ~~Plaintiff/Defendant~~ will prove: **That the Ordinance in question is constitutional and is a proper exercise of the power given to the Defendant Municipality under the Township Code; and further that the Plaintiff repeatedly and consistently violated the Ordinance in question. Intervenors will further prove that the injunctive order heretofore entered is too broad in that it prohibits all township officials from enforcing any provisions of the ordinance in question notwithstanding the fact that the provisions of said ordinance are severable, and further said injunctive order interferes with the enforcement by the Board of Health of Darby Township of Section 56606 of the First Class Township Code which Section requires said Board to enforce the laws of the Commonwealth as well as the regulations of the State Department of Health and the Ordinances of the Township of Darby .**

STATEMENT OF QUESTIONS OF LAW INVOLVED (Include Statutory Provisions applicable):

The validity of Ordinance No. 291 and Section 56606 of the First Class Township Code.

IN TRESPASS, STATEMENT AS TO INSTRUMENTALITY, OWNERSHIP AND AGENCY:

PROBABLE NUMBER OF WITNESSES: **Ten**

PROBABLE LENGTH OF TIME FOR TRIAL: **Two Days**

AMOUNT INVOLVED (In Dollars and Cents): **Not Applicable**

LIST OF EXHIBITS REQUESTED TO BE ADMITTED WITHOUT FORMAL PROOF (Include bills, plans and pictures):

Ordinance No. 291

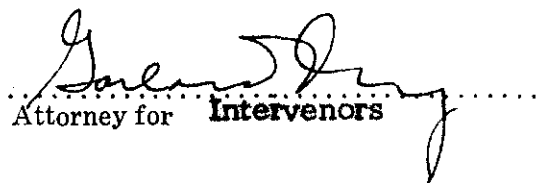
**Chapter 4, Article 422 of the Rules and Regulations of the
Department of Health of the Commonwealth of Pennsylvania**

STATEMENT OF AMOUNT INVOLVED (In Trespass: Doctor, Hospital, Nursing, Repairs, Wages; in other actions, the total amount claimed):

Not Applicable

ANY OTHER PERTINENT DETAILS WHICH MAY BE OF VALUE TO THE COURT AND EXPEDITE TRIAL:

The Intervenor's agreed to adopt the pleading heretofore filed by the Defendants.


.....
Attorney for **Intervenor's**

1. This form must be TYPED.
2. Attach typed statements of witnesses (Doctor, Mechanic, and so forth) whose testimony is to be stipulated by agreement.
3. Attach typed copy of any application for amendment to pleadings.

ORDER FOR ARGUMENT, EQUITY AND TESTIMONY

Full Caption of Matter

No. 1

CLEARVIEW LAND DEVELOPMENT
COMPANY, INC.

vs.

THE TOWNSHIP OF DARBY AND THE
BOARD OF COMMISSIONERS OF THE TOWNSHIP
OF DARBY AND BOARD OF HEALTH OF TOWNSHIP OF DAN
Nature of Matter for Consideration Their Injunction proceed

Judge

Date of Order September 3, 1965

Ordered on by David J. Natale, Esquire

Attorney for Plaintiff Alvin S. Ackerman, Esquire

Attorney for Defendant David J. Natale, Esquire

ATTORNEY MUST CHECK PROPER LIST BELOW

<input type="checkbox"/>	Criminal Argument
<input type="checkbox"/>	Civil Argument
<input checked="" type="checkbox"/>	Equity Trials
<input type="checkbox"/>	Testimony on Rules
<input type="checkbox"/>	Criminal Testimony
<input type="checkbox"/>	Desertion Cases
<input type="checkbox"/>	Summary Appeals
<input type="checkbox"/>	Trial by Court without Jury

Long ☐

File #/IR

COMMONWEALTH OF PENNSYLVANIA



DEPARTMENT OF HEALTH

P. O. BOX 90

HARRISBURG

March 3, 1966

Mrs. Shirley Rothwell, R. N.
1505 Hemisprota Drive
Sharon Hill, Pa.

Dear Mrs. Rothwell:

Sanitarian John Balliet and I appreciate the opportunity to accompany you on a joint inspection of the Clearview Land Development Company landfill, located in Darby Township. The following are the observations and recommendations discussed with you and Mr. Richard Heller:

1. Observation:- The current zone of operation is encompassing an area too broad to be properly compacted and covered.

Recommendation:- This working area should be reduced in size or additional heavy equipment (bulldozer) and clean fill should be utilized. This operation should be conducted under the close supervision of the landfill operator.

2. Observation:- Active rodent burrows and runways were observed at this landfill. The greatest concentration is in the area adjoining the current zone of operation. A rodent exterminator is employed at this landfill. However, rodenticides were not observed in the areas of greatest rodent population. Many bait trays were improperly protected.

Recommendation:- Careful implementation of recommendation number 1 will greatly aid in reducing the rat population. Supplemental chemical control utilizing rodenticides will still be needed. We will contact the Globe Exterminator Service and make arrangements to meet with their representative and outline the most effective program for this landfill.

3. Observation:- The type of operation described in observation 1, and strong winds result in the dissemination of paper.

Recommendation:- Implementation of recommendation number 1 plus the utilization of a portable snow fence will aid in alleviating this problem.

4. Observation:- There was no indiscriminate burning at the time of the inspection. However, the bacteriological decomposition of the organic material in the landfill has resulted in spontaneous combustion. This was evidenced by two sub-surface areas of burning.


Page 2

Mrs. Shirley Rothwell, R. N.

Recommendation:- Bulldozer or crane should be used to expose these areas so that the existing water tanks and pumps may be used to extinguish these fires. Better compaction and cover in the future will aid in alleviating this problem.

If we may be of further assistance please feel free to contact us.

Very truly yours,


John D. Shaw
Supervising Sanitarian
State Health Center
919 Barclay Street
Chester, Pennsylvania

JDS:vma

Encl: cc corres. to Mr. Heller

cc: R. Heller

IN THE COURT OF COMMON PLEAS OF DELAWARE COUNTY, PENNSYLVANIA

CLEARVIEW LAND DEVELOPMENT :
COMPANY, INC. :

-vs-

NO. ^{11,948}
~~11,940~~ OF 1964

THE TOWNSHIP OF DARBY AND THE :
BOARD OF COMMISSIONERS OF THE :
TOWNSHIP OF DARBY AND BOARD OF :
HEALTH OF TOWNSHIP OF DARBY :

COMPLAINT IN EQUITY

1. The plaintiff is Clearview Land Development Company, Inc., a Pennsylvania Corporation, with its principal place of business situate in Darby Township, Delaware County, Pennsylvania.
2. The defendants are the Township of Darby, a first class township of the Commonwealth of Pennsylvania, situate in Delaware County, Pennsylvania, the Board of Commissioners of the Township of Darby, and the Board of Health of the said Township.
3. On October 24, 1964, notice was served on plaintiff Corporation, signed by Shirley B. Rothwell, Registered Nurse, and Claude Baas, a member of the Board of Commissioners and chairman of the Department of Health, advising plaintiff that their place of business was closed forthwith for an alleged violation of Township Ordinance No. 291.
4. Plaintiff has fully complied with all terms and conditions of said Ordinance.
5. Said Ordinance is arbitrary, illegal and unconstitutional.

6. Irreparable harm and damage will be done to Plaintiff Corporation unless defendants are enjoined from enforcing said Ordinance in the aforesaid arbitrary, illegal and unconstitutional manner.

WHEREFORE, plaintiff prays that your Honorable Court issue an injunction restraining defendants from interfering with the operation of Clearview Land Development Company, Inc. and in any manner prohibiting sanitary land fill operations at the site of Clearview Land Development Company, Inc. in Darby Township, until such time as the constitutionality of the action taken can be determined.

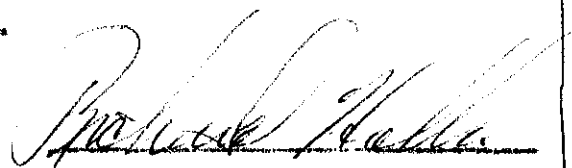

Attorney for plaintiff

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF DELAWARE

SS
:

Richard Heller, being duly sworn according to law, deposes and says that he is the Secretary of plaintiff Corporation and is authorized to take this Affidavit on behalf of plaintiff Corporation and that the facts set forth in the foregoing Complaint in Equity are true and correct to the best of his knowledge, information and belief.



Sworn to and subscribed
before me this 25th day
of October, A.D., 1964.


Notary Public

Notary Public, Upper Darby, Twp., Del. Co.
My Commission Expires

First Monday of Jan. 1966.

O R D E R

AND NOW, to wit, this 29th day of October, 1964,
upon consideration of a certain Stipulation entered into this
date by and between Alvin S. Ackerman, Esquire, attorney for
plaintiff and David J. Natale, Esquire, attorney for defendants,
it is hereby Ordered and Decreed that the Preliminary Injunction
heretofore entered on October 25, 1964, in the above entitled
matter be and the same hereby is continued until the final
hearing of this case or until further order of this Court.

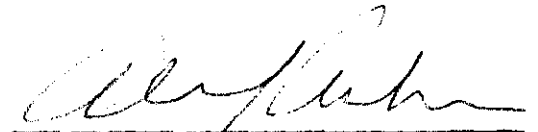
The security previously entered by plaintiff to
continue.

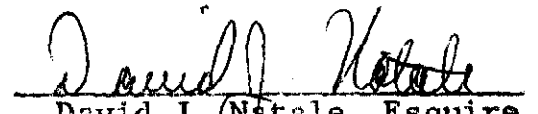
BY THE COURT

Francis J. Calane / *J.*

S T I P U L A T I O N

AND NOW, to wit, this 29th day of October, 1964,
it is hereby stipulated and agreed by and between Alvin S.
Ackerman, Esquire, attorney for plaintiff, and David J. Natale,
Esquire, attorney for defendants, that the Preliminary Injunction
heretofore entered in the above matter on October 25, 1964, be
continued until the final hearing of this case or until further
order of this Court.


Alvin S. Ackerman, Esquire


David J. Natale, Esquire

IN THE COURT OF COMMON PLEAS OF DELAWARE COUNTY, PENNSYLVANIA

CLEARVIEW LAND DEVELOPMENT
COMPANY, INC.

:

NO. 11,948

:

-vs-

of 1964

:

THE TOWNSHIP OF DARBY AND THE
BOARD OF COMMISSIONERS OF THE
TOWNSHIP OF DARBY AND BOARD OF
HEALTH OF TOWNSHIP OF DARBY

:

:

RULE

AND NOW, to wit, this 3rd day of May A.D.

1966, upon consideration of the attached Petition to Intervene, the parties
to this action are directed to appear before the Court on the 13th day of

May A.D. 1966, to show cause if any they have why said

Petitioners should not be allowed to intervene and further why the preliminary
injunction heretofore issued should not be removed or modified as prayed for
in said Petition.

Rule returnable the 13th day of May A.D. 1966.

at 11 A.M.

BY THE COURT:

(s) Francis Catanio
J.

Wm. White

IN THE COURT OF COMMON PLEAS OF DELAWARE COUNTY, PENNSYLVANIA

CLEARVIEW LAND DEVELOPMENT : NO. 11,948
COMPANY, INC. :

-vs-

of 1964

THE TOWNSHIP OF DARBY AND THE
BOARD OF COMMISSIONERS OF THE
TOWNSHIP OF DARBY AND BOARD OF
HEALTH OF TOWNSHIP OF DARBY :

PETITION TO INTERVENE

1. Your Petitioners are Claude Bass, an adult individual, residing at 1409 Walter Avenue, Darby Township, Delaware County, Pennsylvania, a resident, a taxpayer and a Commissioner of the Township of Darby; William C. Moore, an adult individual, residing at 815 Green Hill Road, Darby Township, Delaware County, Pennsylvania, a resident, a taxpayer and a Commissioner of the Township of Darby, and Shirley B. Rothwell, an adult individual, residing at 1505 Hermesprota Drive, Darby Township, Delaware County, Pennsylvania, the Health Officer and member of the Board of Health of the Township of Darby.

2. Your Petitioners believe and therefore aver that any judgment issued in the determination of this action may affect a legal interest which they have as Commissioners and as a member of the Board of Health.

3. The aforesaid order of this Court enjoining the enforcement of Ordinance No. 291 interferes with the due prosecution and performance of their duties in their respective activities in Darby Township.

4. The Board of Health of Darby Township, pursuant to Section 56606 of the First Class Township Code, is empowered, and obliged, to

enforce the laws of the Commonwealth, the regulations of the State Department of Health, and the Ordinances of the Township of Darby.

5. Notwithstanding the provisions of Ordinance No. 291, the regulations of the State of Pennsylvania have been repeatedly violated by the Plaintiff in the above action, without any interference or protest by the Board of Health or the Commissioners of the said Darby Township, all of which is contrary to the aforesaid Act of Assembly and is contrary to the oaths taken by said Commissioners at the time of taking office.

6. In addition to intervening your Petitioners are immediately requesting the removal of the aforesaid injunction since the same is too broad and is contrary to the best interests of the residents and citizens of the Township of Darby.

7. If Petitioners are allowed to intervene the pleading which they will file would indicate that Ordinance No. 291 is a valid exercise by the Township of Darby of the powers given them by the Constitution and by the laws of the Commonwealth of Pennsylvania.

WHEREFORE, your Petitioners pray, pursuant to Pennsylvania Rules of Civil Procedure No. 2326 et seq. for the right to intervene in the above action and at the same time request your Honorable Court to remove the aforesaid injunction or to limit the same to the enforcement of specified and particular provisions of Ordinance No. 291.

Attorney for Petitioners

COMMONWEALTH OF PENNSYLVANIA: SS
COUNTY OF DELAWARE :

CLAUDE BASS, being duly sworn, deposes and says that he is one of the Petitioners named in the foregoing Petition and that the averments of fact set forth therein are true and correct to the best of his knowledge, information and belief.

S/ Claude Bass
Claude Bass

Sworn to and subscribed
before me this 3rd day
of May 1968.

Eleanor B. Maglio

ELEANORE B. MAGLIO
City of Chester, Del. Co., Pa.
My Commission Expires February 3, 1969

COMMONWEALTH OF PENNSYLVANIA:
COUNTY OF DELAWARE
SS

WILLIAM C. MOORE, being duly sworn, deposes and says that he
is one of the Petitioner named in the foregoing Petition and that the averments
of fact set forth therein are true and correct to the best of his knowledge,
information and belief.

S/William C. Moore
WILLIAM C. MOORE

Sworn to and subscribed
before me this 3rd day
of May, 1966.

S/Eleanor B. Maglio

ELEANORE B. MAGLIO
City of Chester, Del. Co., Pa.
My Commission Expires February 3, 1969

COMMONWEALTH OF PENNSYLVANIA:

SS

COUNTY OF DELAWARE

;

SHIRLEY B. ROTHWELL, being duly sworn, deposes and says that she is one of the Petitioners named in the foregoing Petition and that the facts set forth therein are true and correct to the best of her knowledge, information and belief.

S/Shirley B. Rothwell

Shirley B. Rothwell

Sworn to and subscribed

before me this 3rd day

of May 1966.

S/Eleanore B. Maglio

ELEANORE B. MAGLIO

City of Chester, Del. Co., Pa.

My Commission Expires February 3, 1969

IN THE COURT OF COMMON PLEAS OF DELAWARE COUNTY, PENNSYLVANIA

CLEARVIEW LAND DEVELOPMENT : NO. 11948 of 1964
COMPANY, INC. :

-vs- :

THE TOWNSHIP OF DARBY AND THE :
BOARD OF COMMISSIONERS OF THE :
TOWNSHIP OF DARBY AND BOARD OF :
HEALTH OF TOWNSHIP OF DARBY :

PRELIMINARY OBJECTIONS

Plaintiff, Clearview Land Development, Inc., by its attorney, Alvin S. Ackerman, Esquire, herewith files the following objections to a Petition to Intervene, in the above entitled proceeding, filed by Claude Bass, William C. Moore and Shirley B. Rothwell:

MOTION TO STRIKE PETITION TO INTERVENE

1. Petitioners have not attached to their Petition a copy of any pleading which they will file, if permitted to intervene, nor have they set forth in their Petition that they adopt by reference in whole or in part certain named pleadings or parts of pleadings already filed in the action as required by Pennsylvania Rule of Civil Procedure No. 2328.

2. Petitioners do not allege that they are not parties to the action presently pending as required by Pennsylvania Rule of Civil Procedure No. 2327.

WHEREFORE, Plaintiff requests that the Petition to Intervene be stricken because it is not in conformity to law or rule of Court.

DEFENSE OF LACK OF CAPACITY TO INTERVENE

3. Petitioners Claude Bass and William C. Moore allege

that they are, inter alia, Commissioners of Darby Township, and Petitioner Shirley B. Rothwell alleges that she is, inter alia, a member of the Board of Health of Darby Township.

4. The original defendants to this action are, inter alia, The Board of Commissioners and the Board of Health of Darby Township.

5. Petitioners fail to allege that they have the assent of the Board of Commissioners to employ counsel to represent them as officers of Darby Township, as required by the First Class Township Code.

6. Petitioners have no standing to intervene if they are already adequately represented by counsel, as set forth in Pennsylvania Rule of Civil Procedure No. 2329.

7. The Solicitor retained by the Board of Commissioners of Darby Township has entered an appearance in the above entitled matter on behalf of all defendants and has filed defensive pleadings. Petitioners fail to allege that their Township Solicitor is not adequately representing them despite the provisions of the First Class Township Code, requiring that the Solicitor shall defend all suits against the Township or any officer thereof wherein any ordinance of the Township may be brought in question before the Court.

WHEREFORE, Plaintiff requests this Court to dismiss the Petition to Intervene for the reason that Petitioners lack capacity to intervene.

MOTION FOR MORE SPECIFIC PETITION

8. Paragraph No. 5 of the Petition avers that the

provisions of Ordinance No. 291, the regulations of the State of Pennsylvania, have been repeatedly violated by Plaintiff.

9. The Petition is not sufficiently specific because it fails to aver what specific provisions of the ordinance or specific regulations of the State of Pennsylvania have been violated by Plaintiff and it further fails to allege in what manner and/or the dates upon which the purported violations occurred.

WHEREFORE, Plaintiff requests this Court to direct Petitioners to file a more specific Petition to Intervene.


Attorney for Plaintiff

COMMONWEALTH OF PENNSYLVANIA:

SS

COUNTY OF DELAWARE

:

RICHARD HELLER, being duly sworn according to law,
deposes and says that he is the President of Clearview Land
Development Company, Inc.; that he is authorized to take this
Affidavit on behalf of the said Corporation and that the facts
set forth in the foregoing Preliminary Objections are true and
correct to the best of his knowledge, information and belief.


RICHARD HELLER

Sworn to and subscribed
before me this 10th day
of May, 1966.


Notary Public

Notary Public, Upper Darby Twp., Delaware Co.
My Commission Expires May 4, 1969

LAW OFFICES
KASSAB, CHERRY, CURRAN AND ARCHBOLD

LAWYERS-TITLE BUILDING
FIFTH AND WELSH STREETS
CHESTER, PENNSYLVANIA

EDWARD KASSAB
GARLAND D. CHERRY
ROBERT E. J. CURRAN
WM. CORNELL ARCHBOLD, JR.
ROBERT L. PINTO
FRANCIS A. FERRARA

TELEPHONE
TREMONT 4-8607

DELAWARE COUNTY

May 3, 1966

Alvin S. Ackerman, Esquire
101 Long Lane
Upper Darby, Pennsylvania

Re: Clearview Land Development Company, Inc.
v. The Township of Darby et al

Dear Al:

Enclosed herewith is a Petition and Rule which is
self-explanatory. I represent the people desiring to intervene.

You will note that I am also sending copies of the
Petition and Rule to Edward Savastio, Esquire, present Darby
Township Solicitor, and to David Natale, Esquire, whose
appearance was entered of record on behalf of the Defendants
back in October 1964.

Yours very truly,

GARLAND D. CHERRY

GDC:em
enc.

cc: Edward Savastio, Esquire
David Natale, Esquire

C
O
P
Y

The defendant, through their solicitor, have

pleaded, answer the Plaintiff's complaint as follows:

1. Admitted.

2. Admitted.

3. Admitted.

4. It is denied that the Plaintiff has been convicted

with all terms and conditions of sentence 291, but, on the contrary, the defendant avers that the Plaintiff has violated, and continues to violate many provisions of said sentence.

5. The defendant are advised by counsel and therefore aver that they are not required to answer the allegations contained in paragraph 5 of Plaintiff's complaint because the same contain inference, evidence and conclusions of law.

6. The defendant are advised by counsel and therefore aver that they are not required to answer the allegations contained in paragraph 6 of Plaintiff's complaint because the same contain inference, evidence and conclusions of law.

WHEREFORE, the Defendants pray that your Honorable
Court dismiss the Complaint with costs on the Plaintiff.

David J. Hunt
Attorney for Defendants

COMMONWEALTH OF PENNSYLVANIA:

ss

COUNTY OF DELAWARE

JOSEPH L. DIPIETRO, being duly sworn according to law, deposes and says that he is the Secretary of the Township of Darty and is authorized to take this Affidavit on behalf of the Defendants above named and that the facts set forth in the foregoing Answer are true and correct to the best of his knowledge, information and belief.

Joseph L. DiPietro, Sec.

Sworn to and subscribed
before me this 24th day
of Nov. A.D., 1964.

James H. Kline

IN THE COURT OF COMMON PLEAS OF DELAWARE COUNTY, PENNSYLVANIA

CLERVIN LAND DEVELOPMENT
COMPANY, INC.

NO. 11,940 OF 1964

VS.

THE TOWNSHIP OF BUCKY AND THE
BOARD OF SUPERVISORS OF THE
TOWNSHIP OF BUCKY AND BOARD OF
SUPERVISORS OF THE TOWNSHIP OF BUCKY

IN EQUITY

ANSWER

The Defendants, through their solicitor, David J. Deale, require, answer the Plaintiff's Complaint as follows:

1. Denied.
2. Denied.
3. Denied.

4. It is denied that the Plaintiff has fully complied with all terms and conditions of Ordinance 291, but, to the contrary, the Defendants aver that the Plaintiff has violated, and continues to violate many provisions of said Ordinance.

5. The Defendants are advised by Counsel and therefore aver that they are not required to answer the allegations contained in paragraph 5 of Plaintiff's Complaint because the same contain inferences, evidence and conclusions of law.

COMMISSION OF INVESTIGATION
OF THE
JURY OF DELAWARE

JOSEPH L. SMITH, being duly sworn according
to law, deposes and says that he is the Secretary of the
Committee of the Jury and is authorized to take this affidavit
on behalf of the witnesses above named and that the facts
set forth in the foregoing "interrogatories" are true and correct to
the best of his knowledge, information and belief.

Joseph L. Smith, Jr.
Joseph L. Smith, Jr.

Sworn to and subscribed
before me this 1st day
of May, A.D., 1964.

Notary Public

NOTARY PUBLIC
My Commission Expires July 15, 1967
CHAS. H. H. H. H.

Attorney for Defendant

WHEREFORE, the Defendant prays that your Honor shall
grant the Complaint with costs on the Plaintiff.

of the facts of the circumstances above stated and that the facts
set forth in the foregoing answer are true and correct to
the best of his knowledge, information and belief.

Joseph L. Mpietro, Sec.

Executed and subscribed
before me this day
of A.D., 1964.

A N S W E R

The Defendants, through their solicitor, David J. Natale, Esquire, answer the Plaintiff's Complaint as follows:

1. Admitted.

2. Admitted.

3. Admitted.

4. It is denied that the Plaintiff has fully complied with all terms and conditions of Ordinance 291, but, to the contrary, the Defendants aver that the Plaintiff has violated, and continues to violate many provisions of said Ordinance.

5. The Defendants are advised by Counsel and therefore aver that they are not required to answer the allegations contained in paragraph 5 of Plaintiff's Complaint because the same contain inferences, evidence and conclusions of law.

6. The Defendants are advised by Counsel and therefore aver that they are not required to answer the allegations contained in paragraph 6 of Plaintiff's Complaint because the same contain inferences, evidence and conclusions of law.

WHEREFORE, the Defendants pray that your Honorable
Court dismiss the Complaint with costs on the Plaintiff.

Attorney for Defendants

A N S W E R

The Defendants, through their solicitor, David J. Natale, Esquire, answer the Plaintiff's Complaint as follows:

1. Admitted.

2. Admitted.

3. Admitted.

4. It is denied that the Plaintiff has fully complied with all terms and conditions of Ordinance 291, but, to the contrary, the Defendants aver that the Plaintiff has violated, and continues to violate many provisions of said Ordinance.

5. The Defendants are advised by Counsel and therefore aver that they are not required to answer the allegations contained in paragraph 5 of Plaintiff's Complaint because the same contain inferences, evidence and conclusions of law.

6. The Defendants are advised by Counsel and therefore aver that they are not required to answer the allegations contained in paragraph 6 of Plaintiff's Complaint because the same contain inferences, evidence and conclusions of law.

COMMONWEALTH OF PENNSYLVANIA:

ss

COUNTY OF DELAWARE

JOSEPH L. DIPIETRO, being duly sworn according to law, deposes and says that he is the Secretary of the Township of Darby and is authorized to take this Affidavit on behalf of the Defendants above named and that the facts set forth in the foregoing answer are true and correct to the best of his knowledge, information and belief.

Joseph L. DiPietro, Sec.
Joseph L. DiPietro, Sec.

Sworn to and subscribed
before me this 2nd day
of Nov. A.D., 1964.

James J. Connelley

ORIGINAL
(filed)

WHEREFORE, the Defendants pray that your Honorable
Court dismiss the Complaint with costs on the Plaintiff.

15 Daniel G. Natch
Attorney For Defendants.

February 15, 1966

Alvin S. Akerman, Esquire
1414 Bywood Avenue
Upper Darby, Pennsylvania

Re: Clearview Land Development Company, Inc.
vs The Township of Darby and the Board of
Commissioners of the Township of Darby

Dear Mr. Ackerman:

The Board of Commissioners of the Township of Darby have instructed me to see that the above captioned matter be placed on the Pretrial List as soon as possible.

In reviewing this file, I find a letter dated September 3, 1965 from David J. Natale, which indicates that the matter was placed on the Pretrial List. Would you please inform me as to what your file indicates so that I may comply with the Board's request as soon as possible.

Very truly yours,

Edward A. Savastio

EAS:mmc

IN THE COURT OF COMMON PLEAS OF DELAWARE COUNTY, PENNA.

ORIGINAL
(Red)CLEARVIEW LAND DEVELOPMENT
COMPANY, INC.

: NO. 11940

:

:

TERM, 1964

VS.

TOWNSHIP OF DARBY and the BOARD
OF COMMISSIONERS of the TOWNSHIP
OF DARBY and the BOARD OF HEALTH
of the TOWNSHIP OF DARBY

: IN EQUITY

: ~~XXXXXXXXXXXXXXXXXXXX~~

:

NAME OF ATTORNEY WHO WILL TRY CASE FOR PARTY SUBMITTING THIS STATE-
MENT:

Edward A. Savastio, Esquire

SYNOPSIS OF FACTS Plaintiff/Defendant will prove:

Claude Bass is, and was at all times, pertinent, duly elected Commissioner in Darby Township; defendant, Shirley Bethwell, is, and was at all times, pertinent, duly appointed Health Officer for Darby Township. All acts performed by them were pursuant to the duties of their office, were particularly acting on behalf of Darby Township and acting in accordance with their respective duties in the enforcement of Darby Township Ordinance No. 291.

STATEMENT OF QUESTIONS OF LAW INVOLVED (Include Statutory Provisions applicable):

Whether or not Injunction issued against the Township of Darby, precluding all Township Officials and Agencies from entering upon the property owned by the defendant, is unreasonable and prohibitive in that it precludes the proper enforcement of State Statutes and local Ordinances, and, therefore, should be made more specific or vacated.

IN TRESPASS, STATEMENT AS TO INSTRUMENTALITY, OWNERSHIP AND AGENCY:

ORIGINAL
(Red)

PROBABLE NUMBER OF WITNESSES: **Seven (7)**

PROBABLE LENGTH OF TIME FOR TRIAL: **Two Days (2)**

AMOUNT INVOLVED (In Dollars and Cents):

LIST OF EXHIBITS REQUESTED TO BE ADMITTED WITHOUT FORMAL PROOF (Include bills, plans and pictures):

STATEMENT OF AMOUNT INVOLVED (In Trespass: Doctor, Hospital, Nursing, Repairs, Wages; in other actions, the total amount claimed):

ANY OTHER PERTINENT DETAILS WHICH MAY BE OF VALUE TO THE COURT AND EXPEDITE TRIAL:


Attorney for

1. This form must be TYPED.
2. Attach typed statements of witnesses (Doctor, Mechanic, and so forth) whose testimony is to be stipulated by agreement.
3. Attach typed copy of any application for amendment to pleadings.

5657

COPY

Board of Health

TOWNSHIP OF DARBY, DELAWARE COUNTY, PA.

RECEIVED
MAY 1904

Chas. B. Rothwell R.N.

ORIGINAL
(Red)

November 2, 1964

Joseph L. DiPietro
805 Lawnton Terrace
Glenolden, Pennsylvania

Re: Cleafview Land Development
Co., Inc. vs. Township of
Darby and the Board of Health.
Our File # 5657-N

Dear Joe:

Enclosed please find a copy of the Stipulation which I signed on behalf of the Township as well as a copy of the Order signed by the Honorable Francis J. Catania.

I have already advised the President of the Board of my actions and would appreciate your bringing this to the attention of the remaining members of the Board at your earliest possible convenience.

Thank you for your cooperation in this matter.

Very truly yours,

ReDAVID, ORLOWSKY & MAPPEI

David J. Natale

DJN:lmr

November 10, 1964

Mr. Joseph L. DiPietro
805 Lawnton Terrace
Glenolden, Pa.

Re: Clearview Land Development
Company, Inc. vs. Township
of Darby.
Our File # 5657-N

Dear Joe:

Enclosed please find the Answer that I have prepared
in the referenced matter. Kindly sign the same and return to
me at your earliest possible convenience.

Very truly yours,

ReDAVID, ORLOWSKY & MAFFEI

David J. Natale

DJN:lmr

Original
(Red)

November 24, 1964

Alvin S. Ackerman, Esquire
101 Long Lane
Upper Darby, Pa.

Re: Clearview Land Development, Inc.
VS. The Township of Darby, et al
Our File # 5657-N

Dear Al:

Enclosed please find the copy of the Answer that I
filed today in the referenced matter.

Very truly yours,

ReDAVID, ORLOWSKY & MAFFEI

David J. Natale

DJN:lmr

December 7, 1964

Alvin S. Ackerman, Esquire
101 Long Lane
Upper Darby, Pennsylvania

Re: Clearview Land Development Co.

Dear Alvin:

Enclosed herewith is thermo-fax copy of letter received from the Secretary of the Board. Would you kindly advise.

Very truly yours,

ReDAVID, ORLOWSKY & MAPPEI

Walter T. ReDavid

WTR/llm
Encl.

1657

LAW OFFICES
ALVIN S. ACKERMAN
101 LONG LANE
UPPER DARBY, PA. 19082

December 16, 1964

FLANDERS 2-9580

Walter T. ReDavid, Esquire
ReDavid, Orlowsky and Maffei
216 West Front Street
Media, Pennsylvania

RE: Clearview Land Development Co.

Dear Walter:

I have your letter of December 7, 1964, with the enclosed thermo-fax copy of Mr. Di Pietro's letter dated December 3, 1964.

I am not in a position to make a specific proposal to the Board, at this time, simply because our negotiations with the Philadelphia authorities have not progressed to the point where any specific proposals can be made. As I indicated to you, in my letter of November 12, 1964, the Redevelopment Authority would not engage in any discussions other than in the nature of exploratory meetings until they knew whether or not the Darby Township Commissioners would be interested in the plan, provided, of course, arrangements satisfactory to both municipalities could be worked out. Now that we have an indication that the Township Commissioners are not adverse to the basic proposal, we will meet with the Redevelopment officials and try to formulate a concrete plan.

As soon as this is done, I will then have information which I can put in terms of a specific proposal and I will, at that time, communicate these suggestions to you so that the Board of Commissioners may, in turn, be advised.

Until such time as a specific proposal can be made, I will continue to keep you advised of all significant developments.

Sincerely yours,



ASA/a

ORIGINAL
(Red)
August 11, 1965

Alvin S. Ackerman, Esquire
1414 Bywood Avenue
Upper Darby, Pennsylvania

Re: Clearview Land Development
Company, Inc. vs. The
Township of Darby
Our File # 5657-N

Dear Al:

I would appreciate your sending me a letter permitting
Mrs. Shirley Rothwell, Darby Township Health Inspector, to
enter the premises of Clearview Land Development, Inc.

Very truly yours,

ReDAVID, ORLOWSKY & MAFFET

David J. Natale

DJN:lmr

LAW OFFICES
ALVIN S. ACKERMAN
1414 BYWOOD AVENUE
UPPER DARBY, PA. 19082

August 12, 1965

FLANDERS 2-9580

David J. Natale, Esquire
216 W. Front Street
Media, Pennsylvania

RE: Clearview Land Development Co.

Dear Dave:

My clients are certainly agreeable that Mrs. Rothwell, the Township Health Inspector, enter the premises and make an inspection thereof. In keeping with the spirit of the injunction, I would suggest that Mrs. Rothwell not plan to bring any of the commissioners on the premises at the time of the inspection.

Kindly let me know when Mrs. Rothwell would like to make her inspection, and I will arrange to have a principal of my client available to personally greet her and conduct her on a tour of the entire development.

Sincerely yours,

ASA/esr

A handwritten signature in dark ink, appearing to be 'Alvin S. Ackerman', with a long, sweeping horizontal line extending to the right.

August 16, 1965

Shirley B. Rothwell
1505 Hermesprota Drive
Sharon Hill, Pennsylvania

Re: Clearview Land Development Co.

Dear Shirley:

Enclosed please find a copy of a letter dated August 12, 1965 that I received from Alvin S. Ackerman, Esquire, the attorney for Clearview Land Development Company. I am keeping the original letter in my file.

Kindly contact me and let me know when you want to enter the premises so that I am certain there is no mistake about the time.

I would also appreciate your advising Mr. Jones of our progress as I have lost his address.

Very truly yours,

ReDAVID, ORLOWSKI & MAFFEI

David J. Natale

DJN:lmr
Enclosure
CC: Mr. Claude Bass

September 3, 1965

Squire

Re: Clearview Land Development
Company, Inc. vs. The
Township of Darby and the
Board of Commissioners of
the Township of Darby and
Board of Health of the Town-
ship of Darby.
Our File # 5657-N

Dear Al:

Please be advised that I have today ordered the
referenced matter on the Pre-trial list.

Very truly yours,

ReDAVID, ORLOWSKY & MAFFET

David J. Natale

DJN:lmr

1 CERTIFIED
MADE ONLY BY MEMBER SINCE
IF MEMBER EMPLOYED
TRUST CO. OF PHILA.
OFFICE
DATE 9/23/75 BY NO. 795
NOT DESTROYED
RICHARD HELLMAN
GRAND BANK
Philadelphia
\$1000.⁰⁰/₁₀₀
DOLLARS
Richard Hellman
NO. 795

ORIGINAL
(Red)

GIRARD BANK
Philadelphia PA

No.

006152

Treasurer's Check

3-3
310

Date September 24, 1975

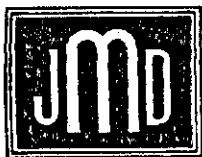
*****1,000.00*****

Pay
to the Order of

Darby Township

GIRARD BANK


Authorized Signature



John D. Moten, Incorporated

Bonds & Insurance

Box #392

Wayne, Pennsylvania 19087

ORIGINAL
(Red)

December 5, 1975

Mr. William O'Halleran, Secretary
Township of Darby
1063 Cedarwood Road
Glenolden, PA

RE: CITY WIDE SERVICE, INC.

Dear Mr. O'Halleran:

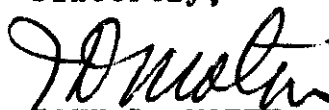
This letter will advise you that the Trash Collector Bond for City Wide Service, Inc. is in process of execution.

The papers have been submitted to International Fide Insurance Company of Newark, New Jersey. This company has agreed to write the bond upon reception of certain additional information which is being sent today.

If you wish to confirm this by phone, please call Al Matheson at 201-624-7200.

If all runs smoothly, the bond and Insurance Certificate should be in your hands by 12/9/75.

Sincerely,


JOHN D. MOTEN

PERFORMANCE BOND

Bond #018717

ORIGINAL
Red

Know all Persons By These Presents, that City Wide Service, Inc., as Principal, and International Fidelity Insurance Company
24 Commerce Street, Newark, New Jersey, as Surety, are held and firmly bound unto the Township of Darby, Pennsylvania (Hereinafter called Township) in the sum of One Hundred Forty Eight Thousand Dollars (\$148,000.00), lawful money of the United States of America, to which payment well and truly to be made, we do hereby jointly and severally, bind and oblige ourselves, and our heirs, executors, administrators, successors and assigns firmly by these presents:

Whereas, the above bounden Principal has entered into a written Contract, beginning February 1st, 1976 until January 31st, 1977, with the Township for the removal and disposal of trash and garbage in the Township of Darby, for the price set forth in said Contract, which said Contract is by reference made a part thereof.

Now the Condition of this obligation is such that if the above bounden Principal shall well and truly perform said Contract and fully and faithfully carry out and complete the same in all respects, then this obligation shall be void and of no effect, otherwise, to continue in full force and virtue.

Signed and Sealed this 9th day of December , A.D., 1975.

Witness:

Ethel Heller

Elaine Porter
Elaine Porter

COUNTERSIGNED:

Richard Collins
Richard Collins
PA. Resident Agent

CITY WIDE SERVICE, INC.

George F. Brenner (SEAL)

INTERNATIONAL FIDELITY INSURANCE CO. (SEAL)

George F. Brenner
Surety George F. Brenner
Attorney-in-Fact

INSURANCE BINDER

Agent/Broker

John D. Moten, Incorporated
BONDS & INSURANCE
BOX #84
ST. DAVIDS, PENNSYLVANIA 19087
(215) 687-4616 - 687-4617

☒ New ☐ Renewal of Binder No. _____ Extension of Policy No. _____

Name of Insured and Address:

CITY WIDE SERVICE, INC.
2502 S. 83rd Street
Philadelphia, PA 19142

PURPOSE OF BINDER

This Binder is a temporary Insurance Contract to serve as evidence of Insurance pending:

- ☒ Issuance and Delivery of a Policy
☐ Issuance and Delivery of a Renewal Policy
☐ Issuance and Delivery of Endorsement
☐ Negotiation of Rates, Premium or Coverage

Business or Occupation:

Trash and Garbage Removal

The Pennsylvania Workmens Compensation Fund

(Name of Insurance Company)

is hereby bound to an insurance undertaking for the Insured named above subject to the conditions set forth below as follows:

DESCRIPTION OF PROPERTY OR OPERATIONS AND LOCATION	TYPE OF INSURANCE AND INSURED PERILS	AMOUNT OF INSURANCE OR LIMITS OF LIABILITY
	Workmens Compensation and Employers Liability	Statutory
MORTGAGEE OR LOSS PAYEE. Loss, if any, is payable to Insured and:		The following clauses, special limitations or endorsements shall apply to this insurance:
ORIGINAL BINDER SENT TO: <input checked="" type="checkbox"/> Insured <input type="checkbox"/> Mortgagee or Loss Payee <input type="checkbox"/> Other:		

In consideration of the Insured's agreement to pay a premium based on published or manual rules and rates, and subject to all the provisions of the policy customarily issued by the Company bound herein insuring against the perils specifically designated, it is agreed that insurance of the type named above is bound for the following period:

From 2/1 1976 at . M. To 2/1 1977 at ☐ Noon ☐ 12:01 A.M.

Standard time, or such time prior thereto as the Company's policy may be issued in lieu hereof insuring the described risk. A premium charge shall be made for the term of the Binder, calculated in the manner provided above, unless a policy is issued by this Company and is accepted by the Insured covering the Binder term. The issuance of such a policy shall void this Binder.

This Binder may be cancelled at any time by the Insured by its surrender to the Company or to this agent, or by giving notice to the Company or to this agent when thereafter the cancellation shall be effective. The Binder may be cancelled by the Company, or by this agent in behalf of the Company, by mailing to the Insured, at the address shown above, written notice stating when not less than 10 days thereafter such cancellation shall be effective. The mailing of notices as aforesaid shall be sufficient notice. The effective date of cancellation stated in the notice shall become the end of the binder period. Delivery of written notice shall be equivalent to mailing.

10 days

Date: 1/23/76

By:

John D. Moten
Authorized Representative



COUNTY OF DELAWARE
COURT HOUSE
MEDIA, PENNSYLVANIA 19063

891-2193

FILE
Y. H. H. A.
Red

CHARLES C. KEELER
CHAIRMAN

FAITH RYAN WHITTLESEY
VICE CHAIRMAN

WILLIAM A. SPINGLER

OFFICE OF SOLID WASTE, DEPT.
GEORGE A. VARVOUTIS
DIRECTOR

5 August 1977

TO: ALL MUNICIPALITIES WHICH OPERATE THEIR OWN REFUSE COLLECTION
FLEETS OR CONTRACT WITH PRIVATE HAULERS

RE: Contingency Plan - Due to Local 77 Strike at the
County Incinerator Plants

Reference is made to Delaware County Council's letter of
1 July 1977 to all Municipalities regarding the contingency plan
for refuse disposal during the strike at the County Incinerator
Plants.

For the purpose of allocating unexpended funds as a result
of the strike, the Delaware County Department of Solid Waste is
requesting all Municipalities which operate their own refuse
collection fleets or have contracts with private haulers to
submit a detailed and documented listing of all costs incurred
as a result of the strike.

We supply for your use, two (2) forms, with instructions,
to be completed and returned to the Department of Solid Waste,
Curran Bldg., 2nd & Orange Sts., Media, Pa. 19063. The first form
is a justification by truck of the costs incurred. The second
form is a daily summary of the costs incurred. Please note that
all costs must be verified by weighslip and/or receipts, and may
be subject to County audit before reimbursement is made.

This request for documented information covers County re-
imbursement for the month of July (July 1-31) 1977. Subsequent
requests will be made by the County for reimbursements to cover
costs of operations after July 31, 1977.

Your reply to this request should be received by the
Department of Solid Waste by the close-of-business, Friday August
12, 1977. Should you have any questions, please feel free to
contact our office.

Very truly yours,

George Varvoutis
George Varvoutis
Solid Waste Manager

RECEIVED

AUG 10 1977

TOWNSHIP OF DARBY

GV/LJN/1n
Encl (3)
cc: V. Petaccio

INSTRUCTIONS FOR USE

ORIGINAL
(Red)
FILE

FORM

Unit Costs Per Truck:

Date: Date of Disposal

Truck No.: (if fleet is not numbered use vehicle
registration number)

Disposal Site: Site Name +(County or State)

Refuse (Tons/yd³/lbs) A: Quantity of Refuse per truck
Tons or Cubic Yard or Truck load

Cost Per Unit (Tons/yd³/lbs.) B: Cost per ton,
per cubic yard, per truck load

Miscellaneous Expenses

Tolls D: For Bridges or Roadways

Employee OverTime E: Employee Overtime paid due
to Strike Operations

Other F: include explanation

Sum C+D+E+F: Add columns C, D, E, & F
to calculate total costs
per truck load

* This form may be duplicated.

SH of

DELAWARE COUNTY
DEPARTMENT OF SOLID WASTE
STRIKE OPERATIONS
UNIT COSTS PER TRUCK

MUNICIPALITY DARBY TOWNSHIP

DATE: FROM 7/1/77 TO 7/31/77
ADDRESS 1063 Cedarwood Road Glenolden P.O., Pa. 19036

[illegible]

SIGNATURE

TITLE

DATE August 15, 1977

INSTRUCTIONS FOR USE

FORM
Daily Cost Summary:

Date: Date of Disposal

Disposal Site: Summarize by disposal site.
If more than one site is used on a single
day, list separately

Total Quantity of Refuse: Summarize total Quantity
by Tons, Cubic Yard, or Truck Load

Total Costs: Total "Sum" column for given day.

* This form may be duplicated.

DELAWARE COUNTY
DEPARTMENT OF SOLID WASTE
STRIKE OPERATIONS - COST SUMMARY

Sh of

DATE: FROM 7/1/77 TO 7/31/77

1063 Cedarwood Road

MUNICIPALITY Darby Township

ADDRESS Glenolden P.O., Pa. 19036

DATE	DISPOSAL SITE	TOTAL QUANTITY OF REFUSE	TOTAL COSTS
7-5	DEPTFORD Kinsley Twp.	120 yds.	\$91.20
6	"	120 yds.	\$91.20
7	"	120 yds.	\$91.20
8	"	60 yds.	\$45.60
11	"	180 yds.	\$136.80
12	"	150 yds.	\$114.00
14	"	120 yds.	\$91.20
15	"	90 yds.	\$68.40
18	"	180 yds.	\$136.80
19	"	150 yds.	\$114.00
21	"	90 yds.	\$68.40
22	"	90 yds.	\$68.40
25	"	120 yds.	\$91.20
26	"	90 yds.	\$68.40
28	"	120 yds.	\$91.20
29	"	150 yds.	\$114.00
	Totals	1950 yds.	\$1482.00

SIGNATURE

TITLE

DATE August 15, 1977

Contractor by the Board of Commissioners of said Township, or a committee of the same, duly appointed for that purpose.

(b) The Contractor shall collect and dispose of all trash and garbage from all dwellings, and churches.

(c) The Contractor agrees that all collections of trash and garbage shall be made with a truck or trucks with water-proof or water-tight body, and that he will permit no garbage or leakage or refuse to fall upon the street, and that the collection shall not start on any day earlier than 7:00 A.M., and shall conclude by 7:00 P.M.

(d) The Contractor hereby authorizes the Township to deduct from monies due the Contractor for the commission of offenses in violation of the Contract, sums of money in accordance with the terms and conditions of the paragraph 2 of the information for Bidders.

2. That the Contractor agrees that all collections and his performance of this Contract in every way will be in accordance with the terms not only of this contract, but also the terms of the Information for Bidders, a copy of which is attached hereto, made a part hereof, and marked Exhibit "A", the five pages of which form a part of this Contract as if the same were fully set forth herein.

ORIGINAL
(Red)

A G R E E M E N T

This Agreement, made this 18TH day of ~~DECEMBER~~ A.D., 1975, between the Township of Darby, a Township of the First Class, of the County of Delaware, State of Pennsylvania, hereinafter referred to as "Township", and City Wide Service, Inc., 2502 S. 83rd Street, Philadelphia, Pennsylvania, hereinafter referred to as "Contractor",

WITNESSETH:

WHEREAS, the Township requires the services of a collector for the removal and disposal of trash and garbage in the Township of Darby, and

WHEREAS, the Contractor has agreed to collect the same in the Township of Darby of a period of one (1) year from February 1, 1976, until January 31, 1977, inclusive, as well as disposing of the same under specific terms and conditions,

NOW THEREFORE, the parties hereto, in consideration of the mutual promises herein contained, and intending to be legally bound, do hereby mutually covenant and agree as follows:

1. That the Contractor does hereby covenant and agree to collect and dispose of all trash and garbage under the following terms and conditions:

(a) Collections of trash and garbage shall be made over the entire Township of Darby twice each week, and over such routes that comply with a definite and fixed plan and schedule of days and routes to be supplied to the

Unlabeled
Regd

3. Contractor agrees that all collections shall be made neatly and promptly and in a workmanlike manner; and the Contractor agrees to adhere to and observe all regulations of the Department of Health of the Township, and all laws of the Commonwealth of Pennsylvania, and of the Board of Health of the Township, and all laws of the Commonwealth of Pennsylvania and of the United States, as well as all Ordinances of any other Municipality through which trash or garbage collected under this contract may be transported.

4. No collections shall be made on Sundays or Legal Holidays; when the scheduled collection falls on a Legal Holiday or Sunday, a collection shall be made on the following day, unless, in the case of a Legal Holiday, the next day is a Sunday, then the collection shall be made on Monday, or, if Monday be a holiday, then Tuesday.

5. Contractor shall, as part of his Contract, furnish disposal facilities for all trash and garbage collected. Contractor shall use the incinerator of the County of Delaware, under and subject, however, to all rules, regulations and requirements of said County of Delaware. In the event that the aforesaid County incinerator is not available to Contractor for purpose of this Contract, due to reasons beyond the control of the Contractor, Township shall locate for the Contractor a suitable disposal facility.

6. Contractor agrees to carry Workmen's Compensation

Insurance covering all his employees engaged in the collection and disposal of trash or garbage in the Township, with a reputable insurance company, licensed to do business in the Commonwealth of Pennsylvania.

7. Contractor agrees to carry personal and property liability insurance with a reputable company licensed to do business in the Commonwealth of Pennsylvania, in an amount satisfactory to the Township, to cover any damages which may be incurred while collection and disposing of said trash and garbage.

8. Contractor agrees to be responsible for any injury or damage to persons or property from any cause whatsoever during the progress of the work, and he shall indemnify and save harmless the Township from all suits and actions, of every nature, character and description, brought for or on account of any injuries or damages received or sustained, or claimed to have been received or sustained by any person or persons by or from said Contractor's negligence or the negligence of his servants, agents or employees, by or in the consequence of any act or omission of the said Contractor's servants, agent or employees. Contractor agrees to immediately, upon the happening of any injury to persons or property, notify the Secretary of the Township, in writing, of the circumstances thereof.

9. The Contractor shall furnish to the Township Insurance Certificates, naming the Township as a beneficiary in all insurance policies mentioned or required in Paragraphs 6, 7,

Original
1960

8, and the Township shall be given at least 10 days written notice before any cancellation of the same.

10. The Contractor agrees not to sublet the Contract or any part thereof without the permission of the Board of Commissioners of said Township expressed in writing. The fact that the Township might permit the Contractor to sublet the Contract or portion thereof will not relieve the Contractor or his surety on any bonds posted by the Contractor in connection with this Contract.

11. If the Contractor fails to commence work at the specified time, or fails to prosecute the work to the satisfaction of the Township, or attempts to transfer or assign this Contract or any interest thereunder without the written consent of the Township, or fails to perform any covenants of this Contract, the Township may, on forty-eight (48) hours written notice, directed to the Contractor at 2502 S. 83rd Street, Philadelphia, Pa,

void and annul the Contract, and re-let the Contract or complete the work itself, charging any additional costs thereof against said Contractor and/or the Contractor's surety or sureties.

12. Contractor agrees that he will furnish to the Township a bond of a reputable bonding company, licensed to do business in the Commonwealth of Pennsylvania in the sum of One Hundred Forty Eight Thousand Dollars (\$148,000.00) conditioned

ORIGINAL
(Red)

for the faithful performance of this Contract. The Contractor agrees that the premiums on the necessary insurance and bond, as provided for in this Contract, will be paid by Contractor.

13. Township agrees to permit the Contractor to collect the trash and garbage from the Township, and dispose of the same under the terms of this Agreement.

14. Township agrees to pay to Contractor, during the term of this Contract, the total sum of One Hundred Forty Eight Thousand Dollars (\$148,000.00) lawful money of the United States of America, which sum is to be paid by the Township to the Contractor in accordance with the provisions set forth in the Information for Bidders. In the event any payment due under this Contract is not made within thirty (30) days after the same is due, and said non payment is not due to any breach of this Contract on the part of the Contractor, then said payment shall bear interest at the rate of six percent (6%) per annum from the expiration of said thirty (30) day period.

15. The parties agree that the Information for Bidders, Specifications, and Legal Notice, attached thereto, are to be attached to this Contract, and are to become a part thereof.

16. The Contractor agrees that in hiring employees for the performance of work under this Contract, or any Sub-Contractor hereunder, neither he nor any Sub-contractor or any person acting on behalf of him or any Sub-contractor, shall violate any laws of the Township of Darby, Commonwealth of Pennsylvania,

ORIGINAL
(Red)

or the United States, relative to the employment and discrimination by virtue of race, creed, color, age or national origin, and shall not violate the provision of any Contract between employer and any union.

17. The Contract price of One Hundred Forty Eight Thousand Dollars (\$148,000.00) specified herein is based upon dwelling units in the Township on February 1, 1976. Any increase in dwelling units which are subject to collection under this Contract shall result in an increase of the contract price which shall be determined as follows: each ten (10) additional units serviced under this Contract beyond those services on February 31, 1976, shall result in an increased Contract price proportionate to what the total Contract price bears to the total number of dwelling units serviced hereunder as of February 1, 1976.

18. The Township has the option to continue this Contract for one (1) year from February 1, 1977 to January 31, 1978, at the price of One Hundred Forty Nine Thousand Dollars (\$149,000.00). The Township shall inform the Contractor, in writing, of its decision to continue the Contract for the additional year, on or before December 1, 1976.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written, and the Township has caused its common or corporate seal to be affixed.

TOWNSHIP OF DARBY

Attest:

William J. [Signature]
Secretary

James R. Harrison II
President

Witness:

Ethel Heller

CITY WIDE SERVICE, INC.

Charles [Signature]

ORIGINAL
(Red)

INFORMATION FOR BIDDERS

RE: TRASH & GARBAGE

TOWNSHIP OF DARBY

The Contract to be awarded is for the collection, removal and disposal of trash and garbage from all residential dwellings, in the Township of Darby, Delaware County, Pennsylvania.

Sealed bids or proposal for performing the work specified will be received by William J. O'Halloran, Secretary of the Township of Darby, until eight o'clock P.M. E.D.S.T. September 24, 1975.

Bids must be sealed and plainly marked on the envelope "Bid for Collection of Trash & Garbage."

All bids must be on the blank form or proposal attached hereto and should give prices both in writing and in figures, and must be signed by the Bidder in accordance with the directions in the form for bid.

Bids will be publicly opened and read at the meeting of the Township Commissioners at the Darby Township High School, Ashland & Bartram Avenues to be held on the 24th day of September, A.D., 1975, at 8:00 P.M., E.D.S.T., an award will be made by the Commissioners as soon thereafter as practicable. All bidders are requested to be present, must have their equipment in operation and be ready to furnish proof thereof.

Each bidder must be experienced in the field of trash removal. Right is reserved to reject any and all bids for any reason or reasons whatsoever. If awarded, the terms of the Contract will be for either a period of one (1) year from February 1, 1976 to January 31, 1977, inclusive, or for a period of two (2) years from February, 1977 to January 31, 1978 inclusive, whichever period is deemed by the Commissioners to be the best interest of the Township. The Township shall have the right to exercise the 2nd year option on or before December 1, 1976.

Bonds in the sum of 100% of the Contract price, for the faithful performance of the Contract and for the protection of Labor and Material men are required. These bonds must be in a form satisfactory to the Township Solicitor, and the surety must be approved by the Township Solicitor.

The successful bidder must file certificates showing coverage

of Workmen's Compensation Insurance and Public Liability and Property damage in the amount of at least \$50,000/500,000/100,000. The Township shall appear as a beneficiary in said certificates.

All bonds and certificates must be received and approved prior to the commencement of the work, and renewals at least ten (10) days prior to the expiration of current policies.

No subletting of the Contract, or any part thereof, will be permitted except with the approval of the Township Commissioners expressed in writing. No subletting will relieve the Contractor of the Surety on the bonds of any responsibility.

No bidder may withdraw his bid for a period of sixty (60) days after the opening thereof.

Every bid must be accompanied by a certified check, bank cashier's check or bank treasurers check, in the amount of One Thousand (\$1,000.00) Dollars, to the order of the Township of Darby, which will be retained by the Township as liquidated damages if the successful bidder fails to execute the Contract and supply the bonds and insurance certificates as required, and to meet all the conditions. Checks of successful bidders will be returned as soon as possible, following the award of said Contract.

SPECIFICATIONS

The Contractor shall do all the work and shall supply all labor and material, services, plant and equipment for the collection, removal and disposal of Trash and Garbage from the Township of Darby, County of Delaware, Pennsylvania.

1. DEFINITION OF GARBAGE: The term "garbage" wherever it appears in these specifications or in the advertisement, in the Information for Bidders, in the Proposal, in the Contract, or in the Bonds means all refuse of animal or vegetable matter which has been used for food for men or was intended to be so used.

11. DEFINITION OF TRASH: The Term "Trash" wherever it occurs in these specifications in the advertisement, in the Information for Bidders, in the Proposal, in the Contract or in the Bonds or in any other paper in connection herewith means any and all things whatsoever exception garbage and non-combustibles.

111. NONCOMBUSTIBLES: Contractor is not obligated to pick up non-combustibles.

IV. LAWS AND ORDINANCES: All regulations of the Department of Health of the Commonwealth of Pennsylvania and the local Board of Health, and all laws of the Commonwealth of Pennsylvania and

the United States, and all Ordinances of the Township and those of any other Municipality through which Trash and Garbage collected under the Contract may be transported must be strictly adhered to by the Contractor.

The Contractor shall keep a daily record of the number of loads collected and shall make a report of the collection in such form and in such manner and at such times as may be prescribed by the Township or a committee thereof appointed for the purpose. Contractor shall also furnish such additional information in writing in reference to the conduct of the work as may be required from time to time by the Township. If such report and information is not supplied within one (1) week from the date of the request, the Township may, in its discretion, retain such money as may be due said Contractor until the required information shall have been supplied.

INSPECTION OF PREMISES: The properly authorized officers, officials or employees of the Township shall have the right of free and unobstructed access to the disposal site, buildings and premises used in connection with the collection and disposal of Trash and Garbage, at any and all times during the term of the Contract for the purpose of inspection.

EQUIPMENT: Bidders quoting price on Collection should have two (2) Packer Type Disposal Trucks plus one (1) open truck, metal body, and must provide proof of ownership thereof before contract is awarded.

DAYS OF COLLECTION: The days of collection shall be definite and fixed after consultation with the Township of Darby Commissioners or a Committee thereof. No collection shall be made on Sundays or Legal Holidays; when a scheduled collection falls on a Sunday or a Legal Holiday, the collection shall be made on the following day.

TIME OF COLLECTION: All collections shall be made between the hours of 7:00 o'clock A.M. and 7:00 o'clock P.M.

FREQUENCY OF COLLECTION: Garbage: Collections shall be made twice a week for the entire year during the term of Contract. Trash: Collections shall be made twice each week during the term of Contract.

PAYMENT OF CONTRACTOR: Payments shall be made monthly to the Contractors or within a reasonable time after the regular meeting of the governing body of the Township less any deductions.

Original
(Red)

DEDUCTIONS - LIQUIDATED DAMAGES: It is agreed that the question of deductions from moneys due the Contractor under the provisions of his Contract will be as stated below, and that the decision of the Township as to deductions will be final and conclusive. It is agreed that the Township has the right and is hereby authorized to deduct, and will deduct, from the payment due the Contractor the following amounts for each offense or violation:

For Failure to removal Garbage and/or Trash.	50 cents for each day for each house, etc. not collected
For carelessness in removing Garbage and/or Trash.	Two dollars for each separate offense.
For overloading or not covering Garbage vehicle or using leaky vehicles.	Fifty dollars for each day.
For overloading or spilling Garbage and/or Trash on Streets.	Fifty dollars for each day.
For Failure to submit reports.	Ten dollars for each failure

RESPONSIBILITY FOR DAMAGE TO PERSONS
OR PROPERTY

The Contractor will be responsible for any injury or damage to persons or property from any cause whatsoever during the progress of the work, and he shall indemnify and save harmless the Municipality from all suits or action of every nature, character and description brought for or on account of any injuries or damage received or sustained, or claimed to have been received or sustained by any person or persons, by or from said Contractor's negligence or the negligence of his servants, agents or employees, or by or in consequence of any act or omission of the said Contractor, his agents or employees, or by or in consequence of any act or omission of the said Contractor, his agents or employees. And so much money due the said Contractor under and by virtue of the Contract as shall be considered necessary by the Municipality will be retained until all claims shall have been settled and judgment.satisfied. In case any injury or damage is done to public or private property by or because of the work or in consequence of any act or omission on the part of the Contractor, his agents or employees, the Contractor shall, at his own expense, restore such property to a condition similar or equal to that existing before such damage or injury was done. During this time the Municipality may withhold

any moneys due or becoming due said Contractor. The Contractor shall immediately upon the happening of any injury to persons or property notify the Secretary of the Township in writing of the circumstances thereof.

Should the Contractor fail to commence work at the specified time, or fail to prosecute the work to the satisfaction of the Township or attempt to transfer or assign his Contract or any interest therein without the written consent of the Township, or fail to perform any of the covenants of the Contract, the Township may, with forty-eight (48) hours notice in writing directed to the Contractor at the address given on the bidding sheet annul the Contract and re-let the Contract or complete the work itself, charging any additional cost thereof against the said Contractor and/or Contractor's surety or Sureties.

William J. O'Halloran, Secretary
Board of Commissioners
Township of Darby

N O T I C E

PROPOSAL - TOWNSHIP OF DARBY

Delaware County, Pa.

Sealed proposals will be received by the Board of Commissioners of Darby Township until 5 P.M., for the Collection of Trash and Garbage during the years 1976 and 1977,

Bids will be opened at the Meeting of the Board of Commissioners on September 24, 1975, at 8 P.M. at the Darby Township Senior High School.

Information for bidders and specifications are available at the Darby Township Municipal Building, 1063 Cedarwood Road, Darby Township, Glenolden, P.O., Pa. 19036. By order of the Board of Commissioners.

WILLIAM J. O'HALLORAN
Township Secretary

Unlabeled
(Red)

BID PROPOSAL FOR THE COLLECTION,
REMOVAL AND DISPOSAL OF TRASH AND GARBAGE.

William J. O'Halloran, Secretary
Township of Darby
1063 Cedarwood Road
Glenolden, Pa. 19036

Gentlemen:

The undersigned having examined all copies of the "Information for Bidders", Re: Trash and Garbage Township of Darby, hereto attached, proposes and agrees to collect, remove and dispose of all trash and garbage from the Township of Darby, Delaware County, Pa., and to perform all services and work incidental thereto in accordance with the Information for Bidders and Specifications attached hereto for a period of:

One (1) year, from February 1, 1976 to January 31, 1977, inclusive for the price of or sum of One Hundred Forty Eight Thousand Dollars (\$148,000.00) payable in equal monthly installments, ten days after regular monthly meeting, or -

Two (2) years from February 1, 1977 to January 31, 1978 inclusive for the price or sum of One Hundred Forty Nine Thousand Dollars (\$149,000.00) payable in equal monthly installments, ten days after regular monthly meeting,

Attest:

Company: CITY WIDE SERVICE, INC.

ETHEL HELLER
Secretary

Authorized Signature: RICHARD HELLER

Title: President

Date: September 23, 1975

Note: If the Bidder is partnership, the bid must be executed in the partnership name and signed by all the partners. If a Corporation bid must be signed by the President or Vice President of the Corporation and attested by the Secretary and the Seal of the Corporation affixed.

PETER J. NOLAN
ATTORNEY AT LAW
29 E. FIFTH STREET
CHESTER, PENNSYLVANIA
19013

TELEPHONE
TREMONT 4-4268

October 21st, 1975

Township of Darby
1063 Cedarwood Road
Glenolden, Pa.

RECEIVED

OCT 22 1975

TOWNSHIP OF DARBY

ATTENTION: Mr. O'Halloran

RE: Trash Contract

Dear Bill:

Enclosed please find the Agreements which should be signed by the Contractor. The Contractor can keep one. All of the other ones should be returned to the Township.

Also enclosed is a bond which should also be executed by the Contractor and a Surety Company.

The Contractor should furnish liability insurance, endorsed to cover the Township of Darby for the following:
A. Bodily injury, including automobile and truck liability - \$500,000 - \$2,000,000. B. Property damage - \$500,000.

Workman's compensation liability coverage must also be provided.

Each of these insurance coverages should name the Township as a beneficiary, and must be endorsed with a notation that the policies will not be cancelled unless the Township of Darby receives at least 10 days written notice before cancellation.

The Contractor should also be advised that Paragraph 8 of the contract should be covered by insurance.

Enclosed please find the three bids which were submitted for the proposed contract. You should retain all bids and checks and bonds until such time as we receive an executed contract, bond, and insurance policies.

Very truly yours,


PETER J. NOLAN

ORIGINAL
(Red)

PERFORMANCE BOND

Know all Persons By These Presents, that City Wide Service, Inc., as Principal, and _____, as Surety are held and firmly bound unto the Township of Darby, Pennsylvania (Hereinafter called Township) in the sum of One Hundred Forty Eight Thousand Dollars (\$148,000.00), lawful money of the United States of America, to which payment well and truly to be made, we do hereby jointly and severally, bind and oblige ourselves, and our heirs, executors, administrators, successors and assigns firmly by these presents:

Whereas, the above bounden Principal has entered into a written Contract, beginning February 1st, 1976 until January 31st, 1977, with the Township for the removal and disposal of trash and garbage in the Township of Darby, for the price set forth in said Contract, which said Contract is by reference made a part thereof.

Now the Condition of this obligation is such that if the above bounden Principal shall well and truly perform said Contract and fully and faithfully carry out and complete the same in all respects, then this obligation shall be void and of no effect, otherwise, to continue in full force and virtue.

Signed and Sealed this _____ day of _____, A.D., 1975.

Witness:

CITY WIDE SERVICE, INC.

(SEAL)

(SEAL)

Surety

BID PROPOSAL FOR THE COLLECTION, REMOVAL
AND DISPOSAL OF TRASH AND GARBAGE

William J. O'Halloran, Secretary
Township of Darby
1063 Cedarwood Road
Glenolden, Pa. 19036

Gentlemen:

The undersigned having examined all copies of the "Information for Bidders",
Re: Trash and Garbage Township of Darby, hereto attached, proposes and agrees
to collect, remove and dispose of all trash and garbage from the Township of Darby
Delaware County, Pa. and to perform all services and work incidental thereto in
accordance with the Information for Bidders and Specifications attached hereto for
a period of:

One (1) year, from February 1, 1976 to January 31, 1977 inclusive for the
price of or sum of ONE HUNDRED FORTY EIGHT THOUSAND DOLLARS, \$148,000.00),
payable in equal monthly installments, ten days after regular monthly meeting,
or -

Two (2) years from February 1, 1977 to January 31, 1979 inclusive for the
price or sum of ONE HUNDRED FORTY NINE THOUSAND DOLLARS (\$149,000.00),
payable in equal monthly installments, ten days after regular monthly meeting.

PTTB5.

Ethel Heller
SEC.

Company: CITY WIDE SERVICE INC.

Authorized Signature: Michael Heller

Title: ~~SECRETARY~~ PRESIDENT

Date: SEPT 23, 1975

Note: If the Bidder is partnership, the bid must be executed in the partnership
name and signed by all the partners. If a Corporation bid must be signed
by the President or Vice President of the Corporation and attested by the
Secretary and the Seal of the Corporation affixed.

INFORMATION FOR BIDDERS

RE: TRASH & GARBAGE

TOWNSHIP OF DARBY.

The Contract to be awarded is for the collection, removal and disposal of trash and garbage from all residential dwellings, in the Township of Darby, Delaware County, Pennsylvania.

Sealed bids or proposal for performing the work specified will be received by William J. O'Halloran, Secretary of the Township of Darby, until eight o'clock P.M. E.D.S.T. September 24, 1975.

Bids must be sealed and plainly marked on the envelope "Bid for Collection of Trash & Garbage".

All bids must be on the blank form or proposal attached hereto and should give prices both in writing and in figures, and must be signed by the Bidder in accordance with the directions in the form for bid.

Bids will be publicly opened and read at the meeting of the Township Commissioners at the Darby Township High School, Ashland & Bartram Avenues to be held on the 24th day of September A.D. 1975, at 8:00 P.M., E.D.S.T., an award will be made by the Commissioners as soon thereafter as practicable. All bidders are requested to be present, must have their equipment in operation and be ready to furnish proof thereof.

Each bidder must be experienced in the field of trash removal. Right is reserved to reject any and all bids for any reason or reasons whatsoever. If awarded, the terms of the Contract will be for either a period of one (1) year from February 1, 1976 to January 31, 1977 inclusive, or for a period of two (2) years from February 1977 to January 31, 1978 inclusive, whichever period is deemed by the Commissioners to be the best interest of the Township. The Township shall have the right to exercise the 2nd year option on or before December 1, 1976.

Bonds in the sum of 100% of the Contract price, for the faithful performance of the Contract and for the protection of Labor and Material men are required. These bonds must be in a form satisfactory to the Township Solicitor, and the surety must be approved by the Township Solicitor.

The successful bidder must file certificates showing coverage of Workmen's Compensation Insurance and Public Liability and Property damage in the amount of at least \$50,000/500, 100,000. The Township shall appear as a beneficiary on said certificates.

All bonds and certificates must be received and approved prior to the commencement of the work, and renewals at least ten (10) days prior to the expiration of current policies.

No subletting of the Contract, or any part thereof, will be permitted except with the approval of the Township Commissioners expressed in writing. No subletting will relieve the Contractor of the Surety on the Bonds of any responsibility.

No bidder may withdraw his bid for a period of sixty (60) days after the opening thereof.

Every bid must be accompanied by a certified check, bank cashier's check or bank treasurer's check, in the amount of one thousand (\$1,000.00) dollars, to the order of the Township of Darby, which will be retained by the Township as liquidated damages if the successful bidder fails to execute the Contract and supply the bonds and insurance certificates as required, and to meet all the conditions. Checks of unsuccessful bidder will be returned as soon as possible, following the award of said Contract.

ORIGINAL
(Red)

SPECIFICATIONS

The Contractor shall do all the work and shall supply all labor and material, services, plant and equipment for the collection, removal and disposal of Trash and Garbage from the Township of Darby, County of Delaware, Pennsylvania.

I. DEFINITION OF GARBAGE: The term "garbage" wherever it appears in these specifications or in the advertisement, in the information for Bidders, in the Proposal, in the Contract, or in the Bonds means all refuse of animal or vegetable matter which has been used for food for men or was intended to be so used.

II. DEFINITION OF TRASH: The Term "Trash" wherever it occurs in these specifications in advertisement, in the information for Bidders, in the Proposal, in the Contract or in the Bonds or in any other paper in connection herewith means any and all things whatsoever excepted garbage and non-combustibles.

III. NONCOMBUSTIBLES: Contractor is not obligated to pick up non-combustibles.

IV. LAWS AND ORDINANCES: All regulations of the Department of Health of the Commonwealth of Pennsylvania and the local Board of Health, and all laws of the Commonwealth of Pennsylvania and the United States, and all Ordinances of the Township and those of any other Municipality through which Trash and Garbage collected under the Contract may be transported must be strictly adhered to by the Contractor.

The Contractor shall keep a daily record of the number of loads collected and shall make a report of the collection in such form and in such manner and at such times as may be prescribed by the Township or a committee thereof appointed for the purpose. Contractor shall also furnish such additional information in writing in reference to the conduct of the work as may be required from time to time by the Township. If such report and information is not supplied within one (1) week from the date of the request, the Township may, in its discretion retain such money as may be due said Contractor until the required information shall have been supplied.

INSPECTION OF PREMISES: The properly authorized officers, officials or employees of the Township shall have the right of free and unobstructed access to the disposal site, buildings and premises used in connection with the collection and disposal of Trash and Garbage, at any and all times during the term of the Contract for the purpose of inspection.

EQUIPMENT: Bidders quoting price on Collection should have two (2) Packer Type Disposal Trucks plus one (1) open truck, metal body, and must provide proof of ownership thereof before contract is awarded.

DAYS OF COLLECTION: The days of collection shall be definite and fixed after consultation with the Township of Darby Commissioners or a Committee thereof. No collection shall be made on Sundays or Legal Holidays; when a scheduled collection falls on a Sunday or a Legal Holiday the collection shall be made on the following day.

TIME OF COLLECTION: All collections shall be made between the hours of 7:00 o'clock A.M. and 7:00 o'clock P.M.

FREQUENCY OF COLLECTION: Garbage: Collections shall be made twice a week for the entire year during the term of Contract. Trash: Collections shall be made twice each week during the term of Contract.

PAYMENT OF CONTRACTOR: Payments shall be made monthly to the Contractors or within a reasonable time after the regular meeting of the governing body of the Township less any deductions.

DEDUCTIONS - LIQUIDATED DAMAGES: It is agreed that the question of deductions from moneys due the Contractor under the provisions of his Contract will be as stated below, and that the decision of the Township as to deductions will be final and conclusive. It is agreed that the Township has the right and is hereby authorized to deduct, and will deduct, from the payment due the contractor the following amounts for each offense or violation:

For Failure to remove Garbage and/or Trash.	50 cents for each day for each house, etc. not collected.
For carelessness in removing Garbage and/or Trash.	Two Dollars for each separate offense.
For overloading or not covering Garbage vehicle or using leaky vehicles.	Fifty Dollars for each day.

For overloading or spilling Carbage and/or Trash on Streets

Fifty Dollars f/each day.

For Failure to submit reports

Ten dollars for each failure

RESPONSIBILITY FOR DAMAGE TO PERSONS OR PROPERTY

The Contractor will be responsible for any injury or damage to persons or property from any cause whatsoever during the progress of the work, and he shall indemnify and save harmless the Municipality from all suits or action of every nature, character and description brought for or on account of any injuries or damage received or sustained, or claimed to have been received or sustained by any person or persons, by or from said Contractor's negligence or the negligence of his servants, agents or employees, or by or in consequence of any act or omission of the said Contractor, his agents or employees. And so much money due the said Contractor under and by virtue of the Contract as shall be considered necessary by the Municipality will be retained until all claims shall have been settled and judgement satisfied. In case any injury or damage is done to public or private property by or because of the work or in consequence of any act or omission on the part of the Contractor, his agents or employees, the Contractor shall, at his own expense, restore such property to a condition similar or equal to that existing before such damage or injury was done. During this time the Municipality may withhold any moneys due or becoming due said Contractor. The Contractor shall immediately upon the happening of any injury to persons or property notify the Secretary of the Township in writing of the circumstances thereof.

Should the Contractor fail to commence work at the specified time, or fail to prosecute the work to the satisfaction of the Township or attempt to transfer or assign his Contract or any interest therein without the written consent of the Township, or fail to perform any of the covenants of the Contract, the Township may, with forty-eight (48) hours notice in writing directed to the Contractor at the address given on the bidding sheet annul the Contract and re-let the Contract or complete the work itself, charging any additional cost thereof against the said Contractor and/or Contractor's Surety or Sureties.

William J. O'Halloran, Secretary
Board of Commissioners
Township of Darby

BID PROPOSAL FOR THE COLLECTION, REMOVAL
AND DISPOSAL OF TRASH AND GARBAGE

William J. O'Halloran, Secretary
Township of Darby
1063 Cedarwood Road
Glenolden, Pa. 19036

Gentlemen:

The undersigned having examined all copies of the "Information for Bidders",
Re: Trash and Garbage Township of Darby, hereto attached, proposes and agrees
to collect, remove and dispose of all trash and garbage from the Township of Darby
Delaware County, Pa. and to perform all services and work incidental thereto in
accordance with the Information for Bidders and Specifications attached hereto for
a period of:

One (1) year, from February 1, 1976 to January 31, 1977 inclusive for the
price of or sum of one hundred fifty two thousand dollars, (\$ 152,800.00),
payable in equal monthly installments, ten days after regular monthly meeting,
or -

Two (2) years from February 1, 1977 to January 31, 1979 inclusive for the
price or sum of option dollars (\$),
payable in equal monthly installments, ten days after regular monthly meeting.

Company: Charlie Frank Inc.

Authorized Signature: Charlie Frank

Title: president

Date: 9-24-75

Note: If the Bidder is partnership, the bid must be executed in the partnership
name and signed by all the partners. If a Corporation bid must be signed
by the President or Vice President of the Corporation and attested by the
Secretary and the Seal of the Corporation affixed.

Original
Red

INFORMATION FOR BIDDERS

RE: TRASH & GARBAGE

TOWNSHIP OF DARBY.

The Contract to be awarded is for the collection, removal and disposal of trash and garbage from all residential dwellings, in the Township of Darby, Delaware County, Pennsylvania.

Sealed bids or proposal for performing the work specified will be received by William J. O'Halloran, Secretary of the Township of Darby, until eight o'clock P.M. E.D.S.T. September 24, 1975.

Bids must be sealed and plainly marked on the envelope "Bid for Collection of Trash & Garbage".

All bids must be on the blank form or proposal attached hereto and should give price both in writing and in figures, and must be signed by the Bidder in accordance with the directions in the form for bid.

Bids will be publicly opened and read at the meeting of the Township Commissioners at the Darby Township High School, Ashland & Bartram Avenues to be held on the 24th day of September A.D. 1975, at 8:00 P.M., E.D.S.T., an award will be made by the Commissioners as soon thereafter as practicable. All bidders are requested to be present, must have their equipment in operation and be ready to furnish proof thereof.

Each bidder must be experienced in the field of trash removal. Right is reserved to reject any and all bids for any reason or reasons whatsoever. If awarded, the terms of the Contract will be for either a period of one (1) year from February 1, 1976 to January 31, 1977 inclusive, or for a period of two (2) years from February 1977 to January 31, 1978 inclusive, whichever period is deemed by the Commissioners to be the best interest of the Township. The Township shall have the right to exercise the 2nd year option on or before December 1, 1976.

Bonds in the sum of 100% of the Contract price, for the faithful performance of the Contract and for the protection of Labor and Material men are required. These bonds must be in a form satisfactory to the Township Solicitor, and the surety must be approved by the Township Solicitor.

The successful bidder must file certificates showing coverage of Workmen's Compensation Insurance and Public Liability and Property damage in the amount of at least \$50,000/500,000. The Township shall appear as a beneficiary on said certificates.

All bonds and certificates must be received and approved prior to the commencement of the work, and renewals at least ten (10) days prior to the expiration of current policies.

No subletting of the Contract, or any part thereof, will be permitted except with the approval of the Township Commissioners expressed in writing. No subletting will relieve the Contractor of the Surety on the bonds of any responsibility.

No bidder may withdraw his bid for a period of sixty (60) days after the opening thereof.

Every bid must be accompanied by a certified check, bank cashier's check or bank treasurer's check, in the amount of one thousand (\$1,000.00) dollars, to the order of the Township of Darby, which will be retained by the Township as liquidated damages if the successful bidder fails to execute the Contract and supply the bonds and insurance certificates as required, and to meet all the conditions. Checks of unsuccessful bidders will be returned as soon as possible, following the award of said Contract.

ORIGINAL
(Red)

SPECIFICATIONS

The Contractor shall do all the work and shall supply all labor and material, services, plant and equipment for the collection, removal and disposal of Trash and Garbage from the Township of Darby, County of Delaware, Pennsylvania.

I. DEFINITION OF GARBAGE: The term "garbage" wherever it appears in these specifications or in the advertisement, in the information for Bidders, in the Proposal, in the Contract, or in the Bonds means all refuse of animal or vegetable matter which has been used for food for men or was intended to be so used.

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III. NONCOMBUSTIBLES: Contractor is not obligated to pick up non-combustibles.

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The Contractor shall keep a daily record of the number of loads collected and shall make a report of the collection in such form and in such manner and at such times as may be prescribed by the Township or a committee thereof appointed for the purpose. Contractor shall also furnish such additional information in writing in reference to the conduct of the work as may be required from time to time by the Township. If such report and information is not supplied within one (1) week from the date of the request, the Township may, in its discretion, retain such money as may be due said Contractor until the required information shall have been supplied.

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FREQUENCY OF COLLECTION: Garbage: Collections shall be made twice a week for the entire year during the term of Contract. Trash: Collections shall be made twice each week during the term of Contract.

PAYMENT OF CONTRACTOR: Payments shall be made monthly to the Contractor or within a reasonable time after the regular meeting of the governing body of the Township less any deductions.

DEDUCTIONS - LIQUIDATED DAMAGES: It is agreed that the question of deductions from moneys due the Contractor under the provisions of his Contract will be as stated below, and that the decision of the Township as to deductions will be final and conclusive. It is agreed that the Township has the right and is hereby authorized to deduct, and will deduct, from the payment due the contractor the following amounts for each offense or violation:

- | | |
|--|---|
| For Failure to remove Garbage and/or Trash. | 50 cents for each day for each house, etc. not collected. |
| For carelessness in removing Garbage and/or Trash. | Two dollars for each separate offense. |
| For overloading or not covering Garbage vehicle or using leaky vehicles. | Fifty Dollars for each day. |

ORIGINAL
(Red)

For overloading or spilling Garbage and/or Trash on Streets

Fifty Dollars f/each day.

For Failure to submit reports

Ten dollars for each failure

RESPONSIBILITY FOR DAMAGE TO PERSONS OR PROPERTY

The Contractor will be responsible for any injury or damage to persons or property from any cause whatsoever during the progress of the work, and he shall indemnify and save harmless the Municipality from all suits or action of every nature, character and description brought for or on account of any injuries or damage received or sustained, or claimed to have been received or sustained by any person or persons, by or from said Contractor's negligence or the negligence of his servants, agents or employees, or by or in consequence of any act or omission of the said Contractor, his agents or employees. And so much money due the said Contractor under and by virtue of the Contract as shall be considered necessary by the Municipality will be retained until all claims shall have been settled and judgement satisfied. In case any injury or damage is done to public or private property by or because of the work or in consequence of any act or omission on the part of the Contractor, his agents or employees, the Contractor shall, at his own expense, restore such property to a condition similar or equal to that existing before such damage or injury was done. During this time the Municipality may withhold any moneys due or becoming due said Contractor. The Contractor shall immediately upon the happening of any injury to persons or property notify the Secretary of the Township in writing of the circumstances thereof.

Should the Contractor fail to commence work at the specified time, or fail to prosecute the work to the satisfaction of the Township or attempt to transfer or assign his Contract or any interest therein without the written consent of the Township, or fail to perform any of the covenants of the Contract, the Township may, with forty-eight (48) hours notice in writing directed to the Contractor at the address given on the bidding sheet annul the Contract and re-let the Contract or complete the work itself, charging any additional cost thereof against the said Contractor and/or Contractor's Surety or Sureties.

William J. O'Halloran, Secretary
Board of Commissioners
Township of Darby

Fidelity and Deposit Company

HOME OFFICE

OF MARYLAND

BALTIMORE

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, CHARLEY FRANK, INC.
932 Ashland Avenue, Folcroft, PA 19032

as Principal, (hereinafter called the "Principal"), and
 the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, of Baltimore, Maryland, a corporation duly organized
 under the laws of the State of Maryland, as Surety, (hereinafter called the "Surety"), are held and firmly bound
 unto TOWNSHIP OF DARBY

as Oblige, (hereinafter called the "Obligee"),
 in the sum of One Thousand and 00/100ths Dollars (\$ 1,000.00),
 for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves,
 our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for removal and disposal of
trash and garbage

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into
 a contract with the Oblige in accordance with the terms of such bid and give such bond or bonds as may be
 specified in the bidding or contract documents with good and sufficient surety for the faithful performance of
 such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the
 event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal
 shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid
 and such larger amount for which the Oblige may in good faith contract with another party to perform the work
 covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 24th day of September A.D. 19 75

CHARLEY FRANK, INC.

Charles Frank (SEAL)
 Principal

President
 Title

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Surety

Karen McFarland
 Witness

By J. D. Mote (SEAL)
 Attorney-in-Fact
 Title

ORIGINAL
(Red)

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by JOHN C. GARDNER, Vice-President, and C. M. PECOT, JR., Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

"The President, or any one of the Executive Vice-Presidents, or any one of the additional Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require, and to affix the seal of the Company thereto."

does hereby nominate, constitute and appoint John D. Moten of Wayne, Pennsylvania.....

its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings.....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of John D. Moten and Robert G. Viola, dated June 24, 1974.

The said Assistant Secretary does hereby certify that the foregoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 29th day of January, A.D. 1975

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

(SIGNED)

C. M. PECOT, JR.

By JOHN C. GARDNER

(SEAL)

Assistant Secretary

Vice-President

STATE OF MARYLAND
CITY OF BALTIMORE } ss:

On this 29th day of January, A.D. 1975, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written.

(SIGNED)

MELINDA T. HAUS

(SEAL)

Notary Public Commission Expires July 1, 1978

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this

24th

day of September

1975

COMMISSIONERS

Junius R. Harrison, II, President
Francis J. Gohla, Vice President
Solomon H. White
Edward J. Dolan
George Boothly

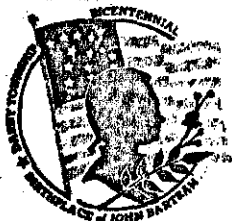
TOWNSHIP OFFICIALS

William J. O'Halloran, Secretary
Michael J. DiPaolo, Treasurer
Louis H. Camagna, Jr., Controller
Peter J. Nolan, Solicitor

Township of Darby

1063 CEDARWOOD ROAD
DARBY TOWNSHIP, PA.
GLENOLDEN P.O. 19036

LUDLOW 6-1514



LUDLOW 6-1534

October 20, 1975

Peter J. Nolan, Attorney
29 E. 5th Street
Chester, Pa. 19013

Dear Pete,

In reference to the attached contract pertaining to City Wide Service, Inc., please be advised that schools should be excluded from collection and churches should be collected under this contract.

If you have any further question, please contact me.

Very truly yours,

William J. O'Halloran, Secretary
Board of Commissioners
Township of Darby

cls

PETER J. NOLAN

ATTORNEY AT LAW

29 E. FIFTH STREET

CHESTER, PENNSYLVANIA
19013

TELEPHONE
TREMONT 4-4268

October 14, 1975

Township of Darby
1063 Cedarwood Road
Glenolden, Pa.

ATTENTION: Mr. O'Halloran

RE: Contract - City Wide Service, Inc.

TOWNSHIP OF DARBY

Dear Bill:

Enclosed please find a copy of the proposed Contract with City Wide Services, Inc. You will note that on page two it has been stated that the Contractor shall collect and dispose of all trash and garbage from all dwellings,

It is my understanding that churches and schools are not going to be collected under this contract. Would you kindly let me know if this is correct. I wanted to make sure that churches were also eliminated. I have attached the Information for Bidders, the Specifications and a copy of the Notice that was placed in the paper. Attached also is a copy of the proposal as submitted by City Wide. These will all be attached to the contract that will be sent out to City Wide. I would appreciate it if you would go over it and let me know of any changes that should be inserted. I am not going to send it out until you have had an opportunity to check it.

Very truly yours,


PETER J. NOLAN

PJN:ds
enclosures

UNCLAS
Red

SPECIFICATIONS

The Contractor shall do all the work and shall supply all labor and material, services, plant and equipment for the collection, removal and disposal of Trash and Garbage from the Township of Darby, County of Delaware, Pennsylvania.

I. DEFINITION OF GARBAGE: The term "garbage" wherever it appears in these specifications or in the advertisement, in the information for Bidders, in the Proposal, in the Contract, or in the Bonds means all refuse of animal or vegetable matter which has been used for food for men or was intended to be so used.

II. DEFINITION OF TRASH: The Term "Trash" wherever it occurs in these specifications in the advertisement, in the Information for Bidders, in the Proposal, in the Contract or in the Bonds or in any other paper in connection herewith means any and all things whatsoever exception garbage and non-combustibles.

III. NONCOMBUSTIBLES: Contractor is not obligated to pick up non-combustibles.

IV. LAWS AND ORDINANCES: All regulations of the Department of Health of the Commonwealth of Pennsylvania and the local Board of Health, and all laws of the Commonwealth of Pennsylvania and the United States, and all Ordinances of the Township and those of any other Municipality through which Trash and Garbage collected under the Contract may be transported must be strictly adhered to by the Contractor.

The Contractor shall keep a daily record of the number of loads collected and shall make a report of the collection in such form and in such manner and at such times as may be prescribed by the Township or a committee thereof appointed for the purpose. Contractor shall also furnish such additional information in writing in reference to the conduct of the work as may be required from time to time by the Township. If such report and information is not supplied within one (1) week from the date of the request, the Township may, in its discretion, retain such money as may be due said Contractor until the required information shall have been supplied.

INSPECTION OF PREMISES: The properly authorized officers, officials or employees of the Township shall have the right of free and unobstructed access to the disposal site, buildings and premises used in connection with the collection and disposal of Trash and Garbage, at any and all times during the term of the Contract for the purpose of inspection.

EQUIPMENT: Bidders quoting price on Collection should have two (2) Packer Type Disposal Trucks plus one (1) open truck, metal body, and must provide proof of ownership thereof before contract is awarded.

DAYS OF COLLECTION: The days of collection shall be definite and fixed after consultation with the Township of Darby Commissioners or a Committee thereof. No collection shall be made on Sundays or Legal Holidays; when a scheduled collection falls on a Sunday or a Legal Holiday, the collection shall be made on the following day.

TIME OF COLLECTION: All collections shall be made between the hours of 7:00 o'clock A.M. and 7:00 o'clock P.M.

FREQUENCY OF COLLECTION: Garbage: Collections shall be made twice a week for the entire year during the term of Contract. Trash: Collections shall be made twice each week during the term of Contract.

PAYMENT OF CONTRACTOR: Payments shall be made monthly to the Contractors or within a reasonable time after the regular meeting of the governing body of the Township less any deductions.

DEDUCTIONS - LIQUIDATED DAMAGES: It is agreed that the question of deductions from moneys due the Contractor under the provisions of his Contract will be as stated below, and that the decision of the Township as to deductions will be final and conclusive. It is agreed that the Township has the right and is hereby authorized to deduct, and will deduct, from the payment due the contractor the following amounts for each offense or violation:

For Failure to remove Garbage and/or Trash.	50 cents for each day for each house, etc. not collected.
For carelessness in removing Garbage and/or Trash.	Two dollars for each separate offense.
For overloading or not covering Garbage vehicle or using leaky vehicles.	Fifty Dollars for each day.

INFORMATION FOR BIDDERS

RE: TRASH & GARBAGE

TOWNSHIP OF DARBY

The Contract to be awarded is for the collection, removal and disposal of trash and garbage from all residential dwellings, in the Township of Darby, Delaware County, Pennsylvania.

Sealed bids or proposal for performing the work specified will be received by William J. O'Halloran, Secretary of the Township of Darby, until eight o'clock P.M. E.D.S.T. September 24, 1975.

Bids must be sealed and plainly marked on the envelope "Bid for Collection of Trash & Garbage".

All bids must be on the blank form or proposal attached hereto and should give prices both in writing and in figures, and must be signed by the Bidder in accordance with the directions in the form for bid.

Bids will be publicly opened and read at the meeting of the Township Commissioners at the Darby Township High School, Ashland & Bartram Avenues to be held on the 24th day of September A.D. 1975, at 8:00 P.M., E.D.S.T., an award will be made by the Commissioners as soon thereafter as practicable. All bidders are requested to be present, must have their equipment in operation and be ready to furnish proof thereof.

Each bidder must be experienced in the field of trash removal. Right is reserved to reject any and all bids for any reason or reasons whatsoever. If awarded, the terms of the Contract will be for either a period of one (1) year from February 1, 1976 to January 31, 1977 inclusive, or for a period of two (2) years from February 1977 to January 31, 1978 inclusive, whichever period is deemed by the Commissioners to be the best interest of the Township. The Township shall have the right to exercise the 2nd year option on or before December 1, 1976.

Bonds in the sum of 100% of the Contract price, for the faithful performance of the Contract and for the protection of Labor and Material men are required. These bonds must be in a form satisfactory to the Township Solicitor, and the surety must be approved by the Township Solicitor.

The successful bidder must file certificates showing coverage of Workmen's Compensation Insurance and Public Liability and Property damage in the amount of at least \$50,000/500,000/100,000. The Township shall appear as a beneficiary on said certificates.

All bonds and certificates must be received and approved prior to the commencement of the work, and renewals at least ten (10) days prior to the expiration of current policies.

No subletting of the Contract, or any part thereof, will be permitted except with the approval of the Township Commissioners expressed in writing. No subletting will relieve the Contractor of the Surety on the bonds of any responsibility.

No bidder may withdraw his bid for a period of sixty (60) days after the opening thereof.

Every bid must be accompanied by a certified check, bank cashier's check or bank treasurers check, in the amount of one thousand (\$1,000.00) dollars, to the order of the Township of Darby, which will be retained by the Township as liquidated damages if the successful bidder fails to execute the Contract and supply the bonds and insurance certificates as required, and to meet all the conditions. Checks of unsuccessful bidders will be returned as soon as possible, following the award of said Contract.

JH-101
(Rev)

BID PROPOSAL FOR THE COLLECTION, REMOVAL
AND DISPOSAL OF TRASH AND GARBAGE

William J. O'Malloran, Secretary
Township of Darby
1068 Cedarwood Road
Glenolden, Pa. 19036

Gentlemen:

The undersigned having examined all copies of the "Information for Bidders",
Re: Trash and Garbage Township of Darby, hereto attached, proposes and agrees
to collect, remove and dispose of all trash and garbage from the Township of Darby
Delaware County, Pa. and to perform all services and work incidental thereto in
accordance with the Information for Bidders and Specifications attached hereto for
a period of:

One (1) year, from February 1, 1976 to January 31, 1977 inclusive for the
price of or sum of one hundred fifty thousand dollars, (\$ 150,000.00),
payable in equal monthly installments, ten days after regular monthly meeting,
or -

Two (2) years from February 1, 1977 to January 31, 1979 inclusive for the
price or sum of three hundred thousand dollars (\$ 300,000.00),
payable in equal monthly installments, ten days after regular monthly meeting.

Company:

Jackson's Rubbish Removal

Authorized Signature:

Gerald Jackson

Title:

Ronald Jackson

Date:

9/23/75

Note: If the Bidder is partnership, the bid must be executed in the partnership
name and signed by all the partners. If a Corporation bid must be signed
by the President or Vice-President of the Corporation and attested by the
Secretary and the Seal of the Corporation affixed.

COMMISSIONERS

Junius R. Harrison, II, President
Francis J. Gothie, Vice President
Solomon H. White
Edward J. Dolan
George Boothly

TOWNSHIP OFFICIALS

William J. O'Halloran, Secretary
Michael J. DiPaolo, Treasurer
Louis H. Camagna, Jr., Controller
Peter J. Nolan, Solicitor

Township of Darby

1063 CEDARWOOD ROAD
DARBY TOWNSHIP, PA.
GLENOLDEN P.O. 19036

LUDLOW 6-1514



LUDLOW 6-1534

December 4, 1975

THIS IS TO CERTIFY THAT JACKSON'S RUBBISH REMOVAL
RECEIVED ON THE ABOVE DATE THEIR "TREASURER'S CHECK #806192"
IN THE AMOUNT OF \$1,000.00 FOR TRASH AND GARBAGE BID FOR 1976.

M. Jackson
Signature
Dec 4, 1975
Date

GIRARD BANK

Philadelphia PA

Treasurer's Check

No.

010752

3-3
310

Date September 24, 1975

****1,000.00****

Pay

to the Order of

Darby Township

GIRARD BANK


Authorized Signature

JACKSON'S RUBBISH REMOVAL SERVICE

216 Brock Road
Springfield, PA 19064
Ki 3-7093

September 24, 1975

Gentlemen:

Just a little information about our company. Our fleet consists of
7 trucks plus 2 new ones on order. At the present time we are handling
3 townships - Aldan, Ridley Park, and Milbourne.

If you need any other information about our company, please do not hesi-
tate to call.

Sincerely yours,



Gerald Jackson
President

epc

Darby Township
Delaware County, PA

11/73

BID PROPOSAL FOR THE COLLECTION, REMOVAL
AND DISPOSAL OF TRASH AND GARBAGE

Louis H. Camagna, Jr., Secretary
Township of Darby
603 W. Ashland Avenue
Glenolden, Pa. 19036

Gentlemen:

The undersigned having examined all copies of the "Information for Bidders", re: Trash and Garbage Township of Darby, hereto attached, proposes and agrees to collect, remove and dispose of all trash and garbage from the Township of Darby Delaware County, Pa. and to perform all services and work incidental thereto in accordance with the information for Bidders and Specifications attached hereto for a period of:

One (1) year, from February 1, 1974 to January 31, 1975 inclusive for the price of or sum of ONE HUNDRED SIXTY-SIX THOUSAND dollars, (\$166,000.00), payable in equal monthly installments, ten days after regular monthly meeting, or -

Two (2) years from February 1, 1974 to January 31, 1976 inclusive for the price or sum of _____ Dollars (\$ _____), payable in equal monthly installments, ten days after regular monthly meeting.

Company: CITY WASTE SERVICES, INC.

Authorized Signature: [Signature]

Title: PRES-

Date: 1/9/74

Note: If the bidder is partnership, the bid must be executed in the partnership name and signed by all the partners. If a Corporation bid must be signed by the President or Vice President of the Corporation and attested by the Secretary and the Seal of the Corporation affixed.

PROVIDED THE TWP. IS RESPONSIBLE FOR ALL
COSTS INCURRED FOR DISPOSAL OF WASTE

POSTAL MONEY ORDER \$100.00 #16418594272 - 740109 - 190231
Deposited Sent to M. D. Park

October 21st, 1975

Township of Darby
1063 Cedarwood Road
Glenolden, Pa.

ATTENTION: Mr. O'Halloran

RE: Trash Contract

Dear Bill:

Enclosed please find the Agreements which should be signed by the Contractor. The Contractor can keep one. All of the other ones should be returned to the Township.

Also enclosed is a bond which should also be executed by the Contractor and a Surety Company.

The Contractor should furnish liability insurance, endorsed to cover the Township of Darby for the following:
A. Bodily injury, including automobile and truck liability - \$500,000 - \$2,000,000. B. Property damage - \$500,000.

Workman's compensation liability coverage must also be provided.

Each of these insurance coverages should name the Township as a beneficiary, and must be endorsed with a notation that the policies will not be cancelled unless the Township of Darby receives at least 10 days written notice before cancellation.

The Contractor should also be advised that Paragraph 8 of the contract should be covered by insurance.

Enclosed please find the three bids which were submitted for the proposed contract. You should retain all bids and checks and bonds until such time as we receive an executed contract, bond, and insurance policies.

Very truly yours,

PJN:ds

PETER J. NOLAN

For overloading or spilling Carbage and/or Trash on Streets

Fifty Dollars f/each day.

For Failure to submit reports

Ten dollars for each failure

RESPONSIBILITY FOR DAMAGE TO PERSONS OR PROPERTY

The Contractor will be responsible for any injury or damage to persons or property from any cause whatsoever during the progress of the work, and he shall indemnify and save harmless the Municipality from all suits or action of every nature, character and description brought for or on account of any injuries or damage received or sustained, or claimed to have been received or sustained by any person or persons, by or from said Contractor's negligence or the negligence of his servants, agents or employees, or by or in consequence of any act or omission of the said Contractor, his agents or employees. And so much money due the said Contractor under and by virtue of the Contract as shall be considered necessary by the Municipality will be retained until all claims shall have been settled and judgement satisfied. In case any injury or damage is done to public or private property by or because of the work or in consequence of any act or omission on the part of the Contractor, his agents or employees, the Contractor shall, at his own expense, restore such property to a condition similar or equal to that existing before such damage or injury was done. During this time the Municipality may withhold any moneys due or becoming due said Contractor. The Contractor shall immediately upon the happening of any injury to persons or property notify the Secretary of the Township in writing of the circumstances thereof.

Should the Contractor fail to commence work at the specified time, or fail to prosecute the work to the satisfaction of the Township or attempt to transfer or assign his Contract or any interest therein without the written consent of the Township, or fail to perform any of the covenants of the Contract, the Township may, with forty-eight (48) hours notice in writing directed to the Contractor at the address given on the bidding sheet annul the Contract and re-let the Contract or complete the work itself, charging any additional cost thereof against the said Contractor and/or Contractor's Surety or Sureties.

William J. O'Halloran, Secretary
Board of Commissioners
Township of Darby

NATIONAL INDEMNITY COMPANY
3024 Harney Street
Omaha, Nebraska 68131

1977

CERTIFICATE OF INSURANCE

OF DARBY
ance neither affirmatively or negatively amends,
coverage afforded by the Policy or Policies number-

February 1, 1977

This is to certify that the following described policies have been issued and are in full force and effect.

SURED City Wide Service, Inc.
ESS 2502 South 83rd Street Phila., Pa. 19142
IN COVERED

RIPTION OF WORK

POLICY NO.	KIND OF INSURANCE	LIMITS	EFFECTIVE	EXPIRES
	Workmen's Compensation and Employer's Liability	Legal		
	For each item show "Not Covered" if no coverage afforded.			
	General Liability: Bodily Injury: Each Occurrence \$ Aggregate - Products - Completed Operations \$ Property Damage Each Occurrence \$ Aggregate - Operations \$ Aggregate - Products - Completed Operations \$			
BA 147982	Automobile Liability: Bodily Injury Each Person \$ 50,000 Each Occurrence \$ 500,000 Property Damage Each Occurrence \$ 100,000 Covers: <u>Personal Injury Protection & 15/30 U.M.</u>		2/1/77	2/1/78
	Excess Liability: <input type="checkbox"/> Automobile <input type="checkbox"/> General Liability Name of Primary Insurer: Primary Limits: Excess Limits:			

In the event of any material change in or cancellation of said policies, NATIONAL INDEMNITY COMPANY ~~will~~
~~will~~ Will give 10 days notice prior to cancellation to whom this certificate is addressed

This Certificate issued to: Attn: William J. O'Halloran
Township of Darby
1063 Cedarwood Road
Glenolden, Pa. 19036

NATIONAL INDEMNITY COMPANY
By [Signature]
Title AUTHORIZED REPRESENTATIVE

ORIGINAL
(Red)

IN THE COURT OF COMMON PLEAS OF DELAWARE COUNTY, PENNSYLVANIA
CIVIL ACTION - EQUITY

FOLCROFT LANDFILL CORPORATION,
Plaintiff

vs.

TOWNSHIP OF DARBY, DELAWARE
COUNTY, PENNSYLVANIA,
Defendant

:
:
: NO. 8989 of 1969
:
:
:
: IN EQUITY

C O M P L A I N T

TO THE HONORABLE, THE JUDGES OF THE SAID COURT:

Folcroft Landfill Corporation, by its attorneys,
deFuria and Larkin, respectfully complains and avers:

1. The Plaintiff conducts a lawful landfill operation in the Borough of Folcroft, this County, upon property shown on the plan approved by the Borough of Folcroft on January 28, 1963, said plan being dated December 7, 1962, and being designated Order No. B-126 Drawing B-127 A.

2. All of the operations of the Plaintiff are being conducted in accordance with the ordinances of the Borough of Folcroft and all applicable law.

3. Entrance to the property on which the Plaintiff's landfill operations are being conducted is from Hook Road in Darby Township, this County and over Calcon Hook Road into the said Township, and then to the landfill operation in the Borough of Folcroft.

4. The address of the Plaintiff is Calcon Hook Road, Folcroft, Pa., and the address of the Defendant is Hook Road and Clifton Avenue, Darby Township, Pa.

5. Calcon Hook Road, Southwardly from Hook Road, to a distance of several hundred feet South of Tribbett Avenue, is a public road in the said Township of Darby.

6. The remainder of said Calcon Hook Road, from the ending point referred to in the prior paragraph, is a private right-of-way in the said Township of Darby extending Southwardly into the property of the Plaintiff in the Borough of Folcroft.

7. The private portion of the said Calcon Hook Road, being a private right-of-way, is owned by Philadelphia Electric Company, Darby Creek Joint Authority, and by the County of Delaware.

8. The Defendant is a township of the First Class.

9. Since about May 15, 1963, the Plaintiff, as duly authorized by the Borough of Folcroft, has operated and now does operate a sanitary landfill operation on land which it leases from Philadelphia Electric Company and from Wilbur C. Henderson, Jr., and Plaintiff has been given the full right and use of the private right-of-way being the Southerly portion of Calcon Hook Road which is not a public highway.

10. The Defendant, Township of Darby, has no rights of ownership, or possession, and no right to use or control the said private portion of the said private right-of-way being the South-

erly portion of Calcon Hook Road leading into the property of the Plaintiff.

11. As a means of access to its said operation, the Plaintiff must use both the public portion of Calcon Hook Road and the private portion thereof.

12. Beginning on June 27, 1969, the Defendant Township, by its Chief of Police and various members of its Police Department, have unlawfully obstructed by the erection of a barrier the entry upon and the use of the said private portion of the said private right-of-way known as Calcon Hook Road, and have refused to permit the Plaintiff, the Plaintiff's customers, employees, officers, and agents to use the said private road in order to enter and to leave the operation of the Plaintiff.

13. In its operations, the Plaintiff is conducting an essential public health service for the disposal of trash and refuse from municipalities and from the incinerator of the County of Delaware situate in the immediate vicinity of the Plaintiff's operation.

14. The Defendant has no lawful right to interfere with or obstruct the use by the Plaintiff of the said private right-of-way.

15. The acts of the Defendant are arbitrary and unauthorized by law, violate the legal rights of the Plaintiff, its officers, agents and customers, and they are injurious to the business of the Plaintiff and will cause immediate irreparable loss and damage to the business of the Plaintiff unless this

Court orders the Defendant, and its representatives and employees, to desist.

16. The Plaintiff is in need of immediate equitable relief.

WHEREFORE, the Plaintiff respectfully prays this Court to issue:

1. A preliminary injunction to be effective until final hearing, restraining the Defendant Township of Darby, its Township Commissioners, agents, and Police Department, from interfering with the use by Plaintiff, its officers, agents, and customers, of the private portion of said Calcon Hook Road as a means of ingress to and egress from the landfill operation of the Plaintiff.

2. An injunction permanently restraining the Defendant Township, its Commissioners, Police Department, and agents, from committing any of the unlawful acts specified in the Complaint from obstructing or interfering in any way with the use of the said private right-of-way, and from interfering in any manner with the lawful operations of the Plaintiff.

3. Such other and further relief as this Court may find to be just and proper.

151 Guy D. de Furia

Attorney for Plaintiff
deFuria and Larkin

ORIGINAL
(Red)

COMMONWEALTH OF PENNSYLVANIA :

SS

COUNTY OF DELAWARE :

Bernard T. McNichol, being duly sworn according to law, deposes and says that he is President of Folcroft Landfill Corporation, and that the facts set forth in the foregoing Complaint are true to the best of his knowledge and belief.

Sworn to and subscribed

before me this 30th day

of June, 1969.

(s) Bernard T. McNichol

(Seal) *Maie D. Rice*

MAE D. RICE, NOTARY PUBLIC
My Commission Expires Jan. 15, 1971
City of Chester, Del. Co., Penna.